

WILLMAR CITY COUNCIL PROCEEDINGS
COUNCIL CHAMBERS
WILLMAR MUNICIPAL UTILITIES BUILDING
WILLMAR, MINNESOTA

March 17, 2014
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Frank Yanish. Members present on a roll call were Council Members Audrey Nelsen, Jim Dokken, Rick Fagerlie, Denis Anderson, Ron Christianson, Steve Ahmann and Bruce DeBlieck; Present 7, Absent 1. Council Member Tim Johnson was excused from the meeting.

Others present were City Administrator Charlene Stevens, Police Chief David Wyffels, Finance Director Steve Okins, Planning and Development Services Director Bruce Peterson, Public Works Director Sean Christensen, City Clerk Kevin Halliday, Fire Chief Gary Hendrickson, Community Education and Recreation Director Steve Brisendine, City Planner Megan Sauer, and City Attorney Robert Scott.

Mayor Frank Yanish and Council Member Ahmann announced they had items to add to the agenda under new business.

Council Member Anderson offered a motion adopting the Consent Agenda which included the following: City Council Minutes of March 3, Rice Hospital Board Special Meeting Minutes of March 3, Willmar Municipal Utilities Minutes of March 10, Planning Commission Minutes of March 12, Mayoral Appointments of both Robert "Jay" Lawton and Jeffery Kimpling to the Zoning Appeals Board, Donation from Willmar Blue Line Club, Inc., Accounts Payable Report through March 12, Building Inspection Report for February, and CER Joint Powers Board Minutes of February 28, 2014. Council Member DeBlieck seconded the motion, which carried.

The donation of \$1,000.00 from the Willmar Blue Line Club, Inc. to help offset costs for youth hockey equipment was recognized by the Council.

RESOLUTION NO. 1

WHEREAS, the City of Willmar has received a donation of \$1,000.00 from Willmar Blue Line Club, Inc., on the condition that the funds donated be used for the purchase of youth hockey equipment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar, Minnesota, that the City accept the donation from Willmar Blue Line Club, Inc. subject to the condition that it be used for the purchase of youth hockey equipment, and the City Administrator be directed to express the community's appreciation.

Dated this 17th day of March, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

At 7:02 p.m. Mayor Yanish opened a hearing on an Ordinance Authorizing Issuance of \$1,205,000 General Obligation Improvement Bonds, Series 2014B. Kathy Aho, Springsted Incorporated, appeared before the Mayor and Council to explain that the ordinance authorizes borrowing of money to fund several projects in 2014, particularly Project Nos. 1401, 1403, and 1404. She stated June 16 as the date the bonds would be received and presented to the Council for award. There being no one present to speak for or against the ordinance, Mayor Yanish closed the hearing at 7:09 p.m.

Council Member Anderson offered a motion to adopt, assign a number and order final publication of the Ordinance Authorizing the Issuance of the \$1,205,000 General Obligation Bonds, Series 2014B and Levying of Taxes to secure Payment Therefor. Council Member Christianson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

At 7:09 p.m. Mayor Yanish opened a hearing on an Ordinance Authorizing Issuance of General Obligation Sewer Revenue Notes, Series 2014A in the amount of \$3,000,000. Kathy Aho, Springsted Incorporated, again appeared before the Mayor and Council to explain that the ordinance authorizes borrowing of money to finance a portion of the costs of the MinnWest Lift Station/Lakeland Drive Sewer Project. There being no one present to speak for or against the ordinance, Mayor Yanish closed the hearing at 7:11 p.m.

Council Member Christianson offered a motion to adopt, assign a number and order final publication of the Ordinance Authorizing the Issuance of the \$3,000,000 General Obligation Bonds, Series 2014A and Levying of Taxes to secure Payment Therefor. Council Member Anderson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

At 7:12 p.m. Mayor Yanish opened a hearing on an Ordinance Amending the Municipal Code Chapters 6.5 and 12 relating to the disposal of solid waste. Planning and Development Services Director, Bruce Peterson and City Planner, Megan DeSchepper presented the proposed changes to the ordinance and were available to answer questions. There being no one present to speak for or against the ordinance amendment, Mayor Yanish closed the hearing at 7:14 p.m.

Council Member Anderson offered a motion to adopt, assign a number and order final publication of an Ordinance Amending Chapter 6.5, Responsibilities of Owners and Occupants and Chapter 12, Solid Waste, Disposal of Garbage and Rubbish. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

At 7:14 p.m. Mayor Yanish opened a hearing on an Ordinance Amending the Zoning Ordinance, Section 3 regarding accessory buildings/structures and their prohibited use as a storage structure. Planning and Development Services Director, Bruce Peterson and City Planner, Megan DeSchepper presented the proposed changes to the ordinance. There being no one present to speak for or against the ordinance amendment, Mayor Yanish closed the hearing at 7:16 p.m.

Council Member Fagerlie offered a motion to adopt, assign a number and order final publication of the Amendment to the Zoning Ordinance, Section 3. Council Member Dokken seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Mayor Yanish acknowledged Carolyn Jorgensen, 1508 – 3rd Street NE, who is a Registered Nurse on the OB Unit of Rice Hospital since 1985. Her concerns were the concessionary proposals and the disrespect shown by Rice Hospital Management for quality care given by nurses. She opined that seeking concessions could result in a revolving work force door and higher recruitment dollars. She was seeking Council support for nurses who stay here and work here. Nicole Mages, 509 – 36th Street NW, also a Registered Nurse at Rice Hospital, expressed her passion for nursing and that management thinks more about profits than patients.

Mayor Yanish called a recess to the meeting at 7:26 p.m. At 7:31 p.m. the Council reconvened.

Mayor Yanish recognized Christie Kurth, Coordinator/Executive Director of the Willmar Food Area Shelf, who presented an update on the Food Shelf. Ms. Kurth presented service statistics to include the demographics of their clientele. Following discussion on the number of pounds of food distributed and the dollar value of the volunteers, Mayor Yanish thanked Ms. Kurth for her presentation and service to the community. Ms. Kurth also invited everyone to the upcoming Chili Fest to be held March 20th to honor local heroes from 5-7 p.m. at the Community Center.

The Labor Relations Report for March 4, 2014, was presented to the Mayor and Council by Council Member Ahmann. There were two items for consideration.

Item No. 1 Council Member DeBlieck made a motion, seconded by Council Member Christianson to go into closed session pursuant to Minn. Stat. §13D.05 to discuss a matter of internal affairs data relating to allegations of law enforcement misconduct. The meeting was closed at 5:00 p.m.

The meeting was reopened at 5:30 p.m. on a motion by Council Member Christianson, seconded by Council Member DeBlieck. Mr. McGrath and Ms. Dorn left the meeting at this time.

Item No. 2 Council Member DeBlieck made a motion, seconded by Council Member Christianson, to go into closed session pursuant to Minn. Stat. §13D.05 to discuss a matter of pending litigation. The meeting was closed at 5:35 p.m.

The Labor Relations Committee Report for March 4, 2014, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Ahmann, seconded by Council Member Dokken, and carried.

The Finance Committee Report for February 10, 2014 was presented to the Mayor and Council by Council Member Anderson. There were five items for consideration.

Item No. 1 There were no comments from the public.

Item No. 2 Staff explained to the Committee that just under \$2,800 was expended recently from the 2014 Leisure Services Budget to upgrade some of the youth hockey equipment. Prior to this purchase, the Hockey Association expressed an interest in partnering with the City on the cost of this upgrade. Subsequently, the City has received donations of \$1,000 from the Willmar Blue Line Club and \$550 from ACMC to help offset this expenditure. The Committee proposed the 2014 Leisure Services Equipment line item be increased by \$1,550 to reflect these donations. It was noted that the ACMC donation of \$550 was previously recognized by the Council. The Committee was recommending the Council increase the line item to reflect the donations from ACMC and the Willmar Blue Line Club, Inc.

Resolution No. 2 was introduced by Council Member Anderson, seconded by Council Member Christianson, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 2

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Finance Director to amend the 2014 Leisure Services Budget as follows:

Increase:	Small Tools	\$ 1,550
Increase:	Donations Revenue	\$ 1,550

Dated this 17th day of March, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Item No. 3 Staff presented a request to the Committee to purchase a snow blower for the Public Works Department for \$158,225. Replacement of the existing 1999 Sno-Go snow blower has been anticipated and planned for in the 2014 CIP. Rather than trade the old unit in for a credit of \$20,000, it is recommended that it be retained to salvage numerous parts because their value far exceeds the trade value.

It was noted that the 2014 CIP included \$200,000 for the purchase of the snow blower, so a savings in excess of \$41,000 will be realized in this transaction, not including the value of the salvage parts.

Council Member Anderson moved to approve the recommendation of the Finance Committee to approve the purchase of the snow blower for \$158,225 from MacQueen Equipment and to retain the existing 1999 Sno-Go snow blower for salvage parts. Council Member Christianson seconded the motion, which carried.

At this time in the Finance Committee meeting, Chair Anderson commended staff for their vigilance in determining the substantial cost savings of \$146,000 when purchasing the Oil Distributor recently.

Council Member Christianson requested that proposed capital equipment purchases be brought to the applicable committee for approval, as well as to the Finance Committee for budget approval. Concerns were raised about the additional process this would involve. This matter will continue to be discussed.

Council Member Dokken arrived at this time.

Item No. 4 Staff was recommending the Committee consider the purchase two new garage doors and lifts for the Public Works Garage. Two of the main doors in the garage have been failing for some time and their replacement was anticipated and scheduled in the 2014 CIP. It was subsequently determined that due to ongoing and increasing problems with the lifts that they both should be replaced as well. The total cost for replacement of two doors and two lifts is anticipated at \$15,381.26. The 2014 CIP budgeted \$10,000 for two doors. It is proposed that \$5,381.26 be reallocated from unspent funds from previously purchased dump trucks which were part of the 2014 CIP as well.

The Committee was recommending approving the purchase of two doors and two lifts from Overhead Door Company for a total cost of \$15,381.26 and that \$5,381.26 be reallocated from unspent funds from the previously purchased dump trucks.

Resolution No. 3 was introduced by Council Member Anderson, seconded by Council Member Christianson, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 3

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Finance Director to amend the 2014 Capital Improvements Budget as follows:

Increase:	Two Garage Doors/2 Lifts	\$ 5,382
Decrease:	Dump Trucks	\$ 5,382

Dated this 17th day of March, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Item No. 5 The Committee was informed that shortly after the new fuel pumps were installed at the Public Works Garage in 2013, it became obvious that there were compatibility issues with the old software packages. These incompatibilities included some of the tank monitoring as well. Staff solicited proposals from three different firms to correct the problem and to make the system functional. It is being recommended that the fuel system upgrade be completed by Minnesota Petroleum Services for \$45,552.88.

While this project was not part of the CIP, it is necessary nonetheless and it is proposed that unused funds from the recent purchase of an oil distributor for the Public Works Department be used for this upgrade.

Resolution No. 4 was introduced by Council Member Anderson, seconded by Council Member Christianson, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 4

BE IT RESOLVED by the City Council of the City of Willmar to authorize the Finance Director to amend the 2014 Capital Improvements Budget as follows:

Increase:	Fuel System Upgrade	\$ 45,553
Decrease:	Oil Distributor	\$ 45,553

Dated this 17th day of March, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

The Finance Committee Report for March 10, 2014, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Anderson, seconded by Council Member Christianson, and carried.

The Public Works/Safety Committee Report for March 11, 2014 was presented to the Mayor and Council by Council Member Christianson. There were six items for consideration.

Item No. 1 There were no comments from the public.

Item No. 2 Staff presented the Committee with a recommendation to award a consultant contract to Bolton & Menk for design and construction-related services on the upcoming Country Club Drive Lift Station Replacement. Staff had reviewed and scored two proposals, the other firm being TKDA out of Minneapolis. Bolton & Menk achieved the highest total score, as well as the highest score for both technical capacity and price. It is anticipated that the design and planning work will be done in 2014, with construction to follow in 2015.

The Committee was recommending that a contract be awarded for the Country Club Drive Lift Station design and construction-related services to Bolton & Menk in the amount of \$76,377.50, and that the Mayor and Administrator be authorized to execute the necessary document(s).

Resolution No. 5 was introduced by Council Member Christianson, seconded by Council Member Anderson, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 5

WHEREAS the City of Willmar desires to retain a consultant to provide professional services to perform design and construction-related services for the Country Club Drive Lift Station project; and

WHEREAS a proposal has been made by the firm of Bolton & Menk, Inc. for said services in the amount of \$76,377.50.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that said proposal be approved and that the Mayor and City Administrator be authorized to execute the same.

BE IT FURTHER RESOLVED that funding for said services be from the 2014 Wastewater Collection Budget.

Dated this 17th day of March, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Item No. 3 The Committee was presented amendments to the engineering contract with Bollig Inc. relative to the MinnWest Lift Station/Lakeland Drive Sewer Project. The Committee first discussed Amendment Number Three to the original contract, involving work performed by Bollig in reviewing the sewer televising and doing design work for the portion of the project bid as cured in-place pipe. Staff informed the Committee that this work had already been done to keep the project on schedule.

The Committee recommended the Council approve Amendment Number Three to the Bollig Inc. contract in the amount of \$28,716.00 and authorize the Mayor and City Administrator to execute the contract amendment.

Resolution No. 6 was introduced by Council Member Christianson, seconded by Council Member Nelsen, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 6

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into Amendment #3 to the professional services contract between the City of Willmar and Bollig Inc. for the MinnWest Lift Station/Lakeland Drive Interceptor Sewer Project. The amendment increases the not-to-exceed figure for the previously amended contract amount approved by Council to \$442,628.96.

Dated this 17th day of March, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Amendment Number Four to the Bollig contract was then presented to the Committee by staff. The amendment consists of increasing consulting engineering fees for construction-related services. This work was quoted in the amount of \$185,800 and would include all services related to construction inspections, oversight, record keeping, and documentation for the MinnWest Lift Station/Lakeland Drive Sewer Project. A number of concerns were expressed by Council Members relative to Bollig Inc.'s work on the 2013 street projects. Questions were also raised regarding the proposed cost of the services.

The Committee was recommending the Council table the matter pending review by the incoming Public Works Director. Council Member Christianson moved to approve the recommendation of the Public Works Safety Committee with Council Member Nelsen seconding the motion, which carried.

Item No. 4 Staff informed the Committee that inadequate time had been given to the process for mailing and publishing notices for the 2014 Improvement Project public hearing. At the previous Council

meeting, a hearing date had been recommended as March 17, 2014. This date did not allow sufficient notification time required by statute. Staff was recommending to the Committee that the Improvement Hearing be rescheduled to April 7, 2014.

Council Member Christianson moved to approve rescheduling the Improvement Hearing for the 2014 Improvement Project from March 17, 2014 to April 7, 2014 with Council Member Ahmann seconding the motion, which carried.

Item No. 5 Under Old Business at the Committee meeting, Council Member Ahmann noted that he had driven several of the streets included in the 2013 Improvement Project and had concerns about elevations and drainage. It was suggested that the incoming Public Works Director review those projects and offer his comments.

The Committee also discussed the proposed facilities planning process to be undertaken by the City and to be funded by the 2014 CIP. Council Member Ahmann noted that there were significant maintenance issues that existed on a number of the municipal buildings. He suggested that volunteer architectural, contractor, and inspection services could be used to keep costs down.

Item No. 6 Under New Business Police Chief Dave Wyffels noted that the jail census for March 11, 2014 was 73, and that the calls for service for the previous two weeks totaled 563.

The Public Works/Safety Report for March 11, 2014, was approved as presented and ordered placed on file in the City Clerk's Office upon motion by Council Member Christianson, seconded by Council Member Nelsen, and carried.

City Clerk Kevin Halliday presented a request to approve a Civic Center Arena Special Event by On-Sale License. The Civic Center has rented space to the West Central Builders Association (WCBA) who will hold a two-day show on March 29 and 30, 2014. On Saturday, March 29th, the WCBA has plans to offer free alcohol to their members after closing hours and all the patrons have gone home. A Civic Center Arena Special Permit is required to distribute or consume alcohol on Civic Center grounds. The Kandi Entertainment Center has applied for this permit with on-site employee listed as Keith Pattison. The Community Education and Recreation (CER) Board will meet and consider this request on March 21, 2014. City Council approval should be contingent upon approval of the CER Board. Council Member Anderson moved to approve the Civic Center Arena Special Event by On-Sale Liquor License contingent on approval by the CER Board, with Council Member DeBlieck seconding the motion, which carried.

City Clerk Kevin Halliday presented to the Council for consideration a new Premise Permit for the 100 Yard Club, Inc. organization at Pep's Sports Bar. The 100 Yard Club is making application to the Gambling Control Board to obtain a Premise Permit for a gambling license at Pep's Sports Bar. The permit is for pull tabs. The local unit of government must sign the premise permit application and the City Council must vote on the application, and if approved, the resolution is submitted along with the application to the Gambling Control Board.

Resolution No. 7 was introduced by Council Member Christianson, seconded by Council Member DeBlieck, reviewed by Mayor Yanish, and approved on a roll call vote of Ayes 7, Noes 0.

RESOLUTION NO. 7

REQUESTING THAT THE MINNESOTA GAMBLING
CONTROL BOARD APPROVE THE APPLICATION FOR A
PREMISE PERMIT FOR THE 100 YARD CLUB, INC.

WHEREAS, the 100 Yard Club, Inc. has applied to the Minnesota Gambling Control Board to obtain a Premise Permit for a Gambling License at Pep's Sports Bar, 1312 Lakeland Drive SE, Willmar, Minnesota;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the City approves of the Premise Permit for the 100 Yard Club, Inc. and respectfully requests that the State of Minnesota Gambling Control Board approve the Premise Permit to the 100 Yard Club, Inc.

Dated this 17th day of March, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

Planning and Development Services Director Bruce Peterson explained that City Charter does require a public hearing for the sale or transfer of land and an Ordinance Authorizing the Sale of Land is the next step in the land transfer process to Jennie-O Turkey Store. The proposed sale price of \$238,072 would be written down to \$0 by the City's land write-down policy. Council Member Christianson offered a motion to introduce an Ordinance Authorizing the Sale of the Land to Jennie-O Turkey Store, Inc. and schedule a public hearing for 7:03 p.m., April 7, 2014. Council Member Nelsen seconded the motion.

Council Member Ahmann moved to amend the motion to say "action is subject to the receipt by the City Council of a satisfactory report from Hormel Foods' Investor Relations Department, cross referencing the following list of public officials, full names, surnames and immediate family members, as well as trusts for the benefit of said subjects, and the home and business addresses of said subjects against the company's database of stockholders registered on November 19, 2013 and February 3, 2014, including the number of shares held by said subjects and share prices on the abovementioned dates of records." Council Member Christianson seconded the motion.

City Attorney Robert Scott commented on the Conflict of Interest Policy binding Council, staff and City subcommittees. Mr. Scott indicated that members of the EDC and Planning Commission are also under conflict of interest requirements as well, by State Statute, and are required to disclose if they stand to benefit from the Council entering into a contract with Jennie-O Turkey Store or Hormel. Upon a roll call vote on the amendment, it failed with 6 Noes and 1 Aye, that being from Council Member Ahmann.

The motion to introduce the Ordinance Authorizing the Sale of the Land to Jennie-O Turkey Store, Inc. for public hearing was then approved on a roll call vote of Ayes 7, Noes 0.

Under old business Council Member Ahmann commented on the Food Shelf report as it relates to the business subsidy policy which was recently approved. Within that policy under Section 2, Paragraph 2 calls for a \$12 per hour wage threshold. He questioned if the \$12 wage threshold should be reviewed by the appropriate committee. Planning and Development Services Director Bruce Peterson stated the Planning and Development Committee increased the rate by approximately 10% from the previous policy in May, 2013.

Under New Business Mayor Yanish announced the sale of his tire business and stated he can be reached at his home phone number and is available to meet in his office at City Hall.

Announcements for Council Committee meeting dates were as follows: Finance, March 31; Public Works/Safety, April 1; Labor Relations, March 26 and Community Development, March 27, 2014.

There being no further business to come before the Council, the meeting adjourned at 8:55 p.m. upon motion by Council Member Anderson, seconded by Council Member Ahmann, and carried.

Attest:

MAYOR

SECRETARY TO THE COUNCIL

RICE MEMORIAL HOSPITAL

Board of Directors

March 19, 2014

PRESENT: President, David Anfinson; Vice President, Dr. Douglas Allen; Treasurer, Dr. Michael Gardner and Directors Andrea Carruthers and Jon Saunders

ABSENT: Secretary, Eric Weiberg

EXCUSED: Director, Dr. Lachlan Smith

ADMINISTRATIVE STAFF: Michael Schramm, CEO; Bill Fenske, Wendy Ulferts, Dr. Ken Flowe and Sandy Roelofs

GUESTS: Shirley Carter, Jim Dokken

Call to Order/Minutes: President Anfinson called the meeting to order at 5:36 pm. **ACTION:** A motion was made by Director Allen, seconded by Director Gardner and carried that the minutes of the February 19 and March 3, 2014 meetings be approved as written.

Patient Experience: Wendy Ulferts shared a letter from a former patient at Rice who was in the Hospital for 18 days this past summer. She was very grateful and thankful for the care she received by the Hospitalist physicians, her surgeon and many nurses. Following her discharge from Rice she spent two weeks at Rice Care Therapy Suites and also received excellent care. She also stated that she is very interested in volunteering at Rice Hospital or Rice Care Center in the near future.

Quality Report: Jackie Hinderks and Jess Vagle presented information on the IDC-10 program to the Finance Committee at its February meeting. The Implementation date for this program is October 1. They are currently working with our Medical Staff on more specific documentation as well as approaching the project from an acute care and revenue and reimbursement standpoint. Because Rice has been proactive and effective in its ICD-10 implementation, the Health Information Management Systems Society (HIMSS) organization asked Jackie Hinderks and Jess Vagle to present at their national conference which was held in February. They also wrote an article for the Healthcare Financial Management Association (HFMA) on *Preparing for the True Risks of ICD-10*.

Board Education: Dr. Allen provided information to the Board on the Estes Park Institute conference that he and Directors Gardner, Weiberg and Smith attended in January. He reviewed information in regard to: 1) A video clip on Empathy—the human connection to patient care. 2) Board development: a) Commitment to sending board members as a team to the conference as well as the CEO. b) New Board members and the Board Chair should attend the conference if possible. c) Importance of understanding the governance role of the Board as well the operations. 3) Board Compact – which identifies the organization’s responsibilities as well as the Board’s. This would be beneficial for the Rice Board to adopt. 4) Consider changing the approach to providing/presenting quality reports to the Board. 5) Consider adopting a consent agenda approach which would allow for the Board to approve reports. 6) Assessment – encourage focus on outcomes not just activities. 7) Re-examine Committee structure and the Board’s role on each Committee. 8) Better outcomes and lower costs is an important focus for our Board. 9) Recommend further planning and education for the Board around integration and health care reform. President Anfinson asked the Board to further review the information provided by Director Allen and that further discussion would continue on the Board level about possible implementation of the items presented.

Financial Report: Bill Fenske reviewed the January 31, 2014 financial statements and highlighted changes incorporated into the report format. The current monthly activity is compared to the four prior months’ activity and the average for this time period. Bad Debt expense formerly reported in the Operating Expenses section, is now included in Deductions from Revenue consistent with other not-for-profit healthcare organizations. January was a negative month in terms of financial performance compared to prior performance and targeted performance. The primary contributing factors are lower than expected patient activity and revenues, and decreased reimbursement.

Medical Staff Report: Dr. Ken Flowe, CMO, reviewed the minutes of the February 25, 2014 Medical Staff Executive Committee and Credentials Committee meetings as follows: 1) Dr. Steven Kidd will be serving as the new Chief of Surgery and as a result a new Trauma Director will be named. 2) The IDC-10 program is really sort of spearheaded with the CDI huddle which involves staff from coding, care management and revenue. A subset of this group will be attending Medical Staff department meetings to present information/provide education on this new program. The federally mandated date for IDC-10 to “go live” is October 1. Additional educational opportunities will be available and will be also discussed at the ACMC spring symposium. 3) The Minnesota Medical Association survey of Rice Hospital’s Medical Staff continuing education program took place in January. We recently received notification of a four-year reaccreditation and as a result will not be resurveyed again until 2018. 4) Dr. Lawrence Vierra, Locum Tenens Orthopedist, began on March 3 and has performed several cases/ surgical procedures thus far. He will be working here for two months and then will be working a two-week at a time schedule. **ACTION: A motion was made by Director Allen, seconded by Director Saunders and carried that the minutes of the February 25, 2014 Medical Staff Executive Committee and Credentials Committee meetings be approved as presented; and that the following appointments to the Medical Staff of Rice Memorial Hospital be approved:** **INITIAL APPLICATIONS:** **Locum Tenens Staff:** **Richard Brue, D.O.** – Internal Medicine-Hospitalist/Department of Internal Medicine. Sanford University of South Dakota Medical Center, Sioux Falls, SD. Temporary privileges granted for start date of 2/25/2014. **Roland Engel, M.D.** – Radiation Oncology/Department of Internal Medicine. Staff Care, Irving, TX. Temporary privileges previously granted for start date of 11/25/2013. **Allied Health Staff:** **Tina Bolduc, LPN** – Surgical Assistant/Department of Surgery. Oral Facial Surgery, PA, Willmar, MN. Responsible Provider: James Hughes, D.D.S. **Temporary Privileges for Non-Staff Physician Scott Hoffman, D.P.M.** – Podiatry/Department of Surgery. Heartland Orthopedic Specialists, Alexandria, MN. Privileges to assist preceptor, Russell Sticha, D.P.M. February 4-28 2014. **REAPPOINTMENT APPLICATIONS:** **Active Staff:** **Jonathan Mellema, M.D.** – Otolaryngology/Department of Surgery. Affiliated Community Medical Center, Willmar, MN. **David Newcomer, D.O.** – Internal Medicine/Department of Internal Medicine. Affiliated Community Medical Center, Willmar, MN. **Jennifer Pesola, D.O.** – Otolaryngology/Department of Surgery. Affiliated Community Medical Center, Willmar, MN. **Kevin Unger, M.D.** – Urology/Department of Surgery. Affiliated Community Medical Center, Willmar, MN. **Mary Vomacka, M.D.** – Psychiatry/Department of Psychiatry. Affiliated Community Medical Center, Willmar, MN. **Affiliate Staff:** **Mark Houghland, M.D.** – Cardiovascular Disease/Department of Internal Medicine. Minneapolis Heart Institute, Minneapolis, MN. **Mark Lovaas, M.D.** – Plastic & Reconstructive Surgery. Park Nicollet Medical Center, St. Louis Park, MN. **Richard Nelson, M.D.** – Cardiovascular Disease/Department of Internal Medicine. Minneapolis Heart Institute, Minneapolis, MN. **Steven Saccoman, DPM** – Podiatry/Department of Surgery. Willmar Foot and Ankle Clinic, Willmar, MN. **John Schmitz, M.D.** – Psychiatrist/Department of Psychiatry. St. Cloud Hospital, St. Cloud, MN. **Thomas Schuchard** – Cardiology/Department of Internal Medicine. CentraCare Clinic—River Campus, St. Cloud, MN. **Russell Sticha, DPM** – Podiatry/Department of Surgery. Heartland Orthopedic Specialists, Alexandria, MN. **Robert Tierney, M.D.** – Rheumatology/Department of Internal Medicine. Park Nicollet Clinic, St. Louis Park, MN. **Dean Watkins, M.D.** – Psychiatrist/Department of Psychiatry. St. Cloud Hospital, St. Cloud, MN. **Allied Health Staff:** **Lance Beebout, PA-C** – Physician Assistant/Department of Surgery. Heartland Orthopedic Specialists, Alexandria, MN. Responsible Physician: Patrick Hurley, D.O. **Lindsay Dingman, PA-C** – Physician Assistant/Department of Surgery. Central Minnesota Neurosciences, Sartell, MN. Responsible Physician: Jeffrey Gerdes, M.D. **Amy Niemeyer, RNFA, CNOR** – Surgical Assistant/Department of Surgery. Willmar Medical Services, Willmar, MN; and that the proposed Board Certification Standards be accepted and become part of the Rice Memorial Hospital Medical Staff Bylaws.

CEO Report – Mike Schramm:

1. Board Education: As we discussed during the Board’s self-evaluation process, earlier this year, it is very important for our Board Members to attend and receive continuing education in regard to healthcare reform, as well as other health care related issues on both the State and National level.
2. Minnesota Hospital Association (MHA): CEO Schramm reviewed information from the MHA Executive Institute which he attended earlier in March which also touched on State and National health care issues.
3. ReYOU Wellness program: Rice’s ReYOU program continues to grow and we have been approached from some larger companies in the community who have requested ReYOU Health screenings for their employees/facility. 30 different employer groups were screened this past year through Rice’s ReYOU program. The ReYOU program continues to offer new participant health screenings as well as one-year re-screenings.

4. Rice Care Center (RCC): a) Troy Barrick has resigned his position as Administrator of Rice Care Center and will be leaving at the end of March. Discussions are underway on determining a transition plan while recruiting for a new RCC Administrator. b) The new seven short-stay beds at Therapy Suites should be ready for occupancy by April 1. The 78 Care Center beds should be ready for utilization by July.
5. Joint Commission Survey: The Hospital has submitted its application to the Joint Commission and has received notification of their receipt of the application for resurvey. The Joint Commission is expected to survey the Hospital by the end of 2014.
6. Orthopedics: Dr. Lawrence Vierra, Locum Orthopedic Surgeon, started the week of March 3. He will be working full time for the next few months until a second locums Orthopedist joins us this spring. Between the two locum physicians we will have the equivalent of another full time orthopedic practice in addition to Dr. Haas. Recruitment for a full-time permanent orthopedic surgeon continues.
7. Recruitment: ACMC recently hired a new Obstetrician/Gynecologist and there was recently a site visit with another candidate.
8. Southern Prairie Community Care (SPCC): Rice has signed a participating provider agreement with SPCC effective this month.
9. Imaging Project: The State inspection for Phase 3 of the Imaging Services project took place recently. The department is now fully functional with all space within Imaging Services. There will not be any additional construction until Phase 4 moves forward and there is no timeline set for that at this time.
10. Surgery Center : The firm Perkins + Will has been engaged to conduct an architectural and engineering assessment of the building and they have been out for an initial site visit. A report from them will be heard at an upcoming Willmar Medical Services Operations Committee meeting.
11. Facility Master Plan: Perkins + Will staff are scheduled to be on site at Rice in early April for some initial planning meetings.
12. Financial Improvement Plan: We continue to work on cost reduction plans across the organization. We have implemented cost savings measures in many areas and we are in the process of implementing others over the next few months.
13. Union Negotiations: A Special Board of Directors meeting was held on March 3. The purpose of the meeting was to present the proposed union contracts for AFSCME Local 105 and AFSCME Local 3296. B) Union negotiations continue with the MNA and IAFF units.

New Business – Mike Schramm:

Hospice Program: Rice Hospice will be closing its satellite office in Paynesville as a cost savings measure. Rice Hospice will continue to provide end-of-life care for the patients and families in the Paynesville area, but the nurse who staffed the office there will now work out of the main Hospice office in Willmar. This is part of Rice's ongoing effort to examine all services for ways to improve service delivery and cost-effectiveness.

Hospital Committee reports: Committee reports were received for the following Board Committees: 1) Finance – March 13. 2) Executive Committee – March 17.

City Council Report - Jim Dokken: 1) He spoke to the Jennie-O turkey project and stated that a public hearing will be held at the April 7 City Council meeting. 2) The new Public Works Director, Sean Christensen, was in attendance at Monday's City Council meeting. 3) Christie Kurth from the Willmar Area Food Shelf spoke to the Council at Monday's meeting.

Adjournment: There being no further business, President Anfinson declared the meeting adjourned at 7:06 p.m.

Submitted by:

Sandy Roelofs, Acting Secretary

SUBJECT TO FINAL APPROVAL OF THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES MINUTES
MUNICIPAL UTILITIES AUDITORIUM
MARCH 24, 2014

The Municipal Utilities Commission met in its regular meeting on Monday, March 24, 2014 at 11:45 a.m. in the Municipal Utilities Auditorium with the following Commissioners present: Steve Salzer, Matt Schrupp, Dan Holtz, Carol Laumer, Jeff Nagel, and Justin Mattern. Absent was Commissioner Joe Gimse.

Others present at the meeting were: General Manager Wesley Hompe, Director of Operations John Harren, Director of Finance Tim Hunstad, Supt. of Water/Heating Bart Murphy, Power Supply Broker Chris Carlson, Customer Service Supervisor Stacy Stien, Power Production Supervisor Jon Folkedahl, Administrative Secretary Beth Mattheisen, City Councilman Jim Dokken, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist David Little

Commission President Salzer opened the meeting by requesting a resolution to approve the Consent Agenda. Following a review, Commissioner Holtz offered a resolution to approve the Consent Agenda as presented. Commissioner Laumer seconded.

RESOLUTION NO. 10

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Consent Agenda be approved as presented which includes:

- ❖ Minutes from the March 10, 2014 Commission meeting; and,
- ❖ Bills represented by vouchers No. 140443 to No. 140561 inclusive in the amount of \$2,554,405.53 with a MISO credit in the amount of \$111,377.87 and a Westmoreland Resource coal payment in the amount of \$27,099.70.

President

ATTEST:

Secretary

The foregoing resolution was adopted by a vote of six ayes and zero nays.

Power Production Supervisor Folkedahl reviewed with the Commission a requirement mandated by the Minnesota Pollution Control Agency (MPCA) in WMU's Air Emissions Permit. Proposals had been received to conduct the Relative Accuracy Test Audit (RATA) on the Continuous Emission Monitoring (CEM) System. Folkedahl noted that while separate proposals had been received from both Campbell-Sevey, Inc., and Interpoll Laboratories, Inc., the two companies work together to accomplish the RATA. Campbell-Sevey's proposal was in the amount of \$3,255 for the Boiler #3 RATA, and the proposal received from Interpoll was in the amount of \$5,250. Following discussion, Commissioner Holtz offered a resolution to approve engaging both Campbell-Sevey and Interpoll Laboratories to conduct the required air quality testing of WMU's CEM System. Commissioner Nagel seconded.

RESOLUTION NO. 11

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that Willmar Municipal Utilities engage Campbell-Sevey, Inc. of Minnetonka, Minnesota, and Interpoll Laboratories of

Circle Pines, Minnesota, to conduct the required Relative Accuracy Test Audit on the Continuous Emission Monitoring System at the WMU Power Plant. Campbell-Sevey's portion of the contract would be in the amount of \$3,255, and Interpoll Laboratories' portion of the contract would be in the amount of \$5,250 with both engineering firms working together to conduct the MPCA mandated testing."

President

ATTEST:

Secretary

The foregoing resolution was adopted by a vote of six ayes and zero nays.

Customer Service Supervisor Stien presented the Commission with the February 2014 Sales & Revenue Report. Stien noted that all three areas (electric, water & heating) had increases in both the sales & revenue areas, some of which reflected the extreme cold experienced this past winter. In conjunction with the cold weather, Water & Heating Supervisor Murphy also informed the Commission that there had been twenty-five frozen water services to date this winter season.

General Manager Hompe introduced discussion with the Commission on a proposed contract to conduct an analysis of both the strategic and economic objectives to optimize transmission revenue requirements. MCR Performance Solutions of Deerfield, Illinois, is a consulting firm that specializes in providing transmission strategy support to municipalities to do assist in achieving this goal. This analysis would be a part of the WMU's effort to enhance our power supply portfolio and to control costs that incur through the MISO transmission system. The analysis proposed by MCR would be conducted in two parts. Phase I would assess our transmission assets (Attachment O) and identify ways in which to maximize MISO revenue under current rules. Phase II would address transmission ownership and the possibility of becoming a Transmission Owner (TO) in MISO or to remain a market participant. This cost/benefit analysis would include identifying objectives, costs, and responsibilities of becoming a TO versus a non-TO. The approximate costs to conduct the two-part analysis would be \$35,000 to conduct Phase I, and \$40,000 to conduct Phase II. Following discussion by the Commission, Commissioner Schrupp offered a resolution to approve the agreement with MCR Performance Solutions to conduct the two-part analysis (Phase I & II) in an effort to both enhance WMU's power supply portfolio and to control costs associated through the MISO transmission system. Commissioner Laumer seconded.

RESOLUTION NO. 12

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the proposed agreement with MCR Performance Solutions, LLC, of Deerfield, Illinois, to conduct a two-part transmission system analysis in an effort to enhance WMU's power supply portfolio and to assist in controlling costs associated with the MISO transmission system be approved at the approximate costs of \$35,000 for Phase I (Attachment O), and \$40,000 for Phase II (TO vs. non-TO.)"

President

ATTEST:

Secretary

The foregoing resolution was adopted by a vote of six ayes and zero nays.

Commissioner Laumer along with General Manager Hompe and Director of Operations Harren recapped for the Commission their recent attendance at the APPA Legislative Rally held in Washington, DC (Councilman DeBlieck also attended). They reviewed with the Commission various issues and topics discussed relating to the electric power industry. Items discussed included: tax exempt financing, environmental regulations, cyber security, sustaining public power values, board members performance review option, appropriations and tax, municipal bond exemptions & associated finance costs, long-term implications of increased use of natural gas for electric generation, cost stability effected by diversity, demurrage charges associated with railroad transportation. All agreed that the annual APPA Legislative Rally is extremely beneficial for forward-thinking and to keep abreast of the current and future issues facing the electric industry.

General Manager Hompe presented the Commission with a brief status update of the Power Plant Transformer Project (repair). He noted that beginning tomorrow (March 25th), the mobile substation (recently rebuilt) would be located in the WMU parking lot throughout the project. The intent is to have the Power Plant transformer repaired and operational by the end of April.

General Manager Hompe reminded the Commissioners of upcoming utility-related meetings and events scheduled. Items to note include:

- APPA Utility Governance Webinar Series (3 of 9): *"Federal Legislative & Regulatory Issues for Boards"* Monday, March 31st @ 1:00-2:30 p.m. (WMU Auditorium)
- APPA Electric Utility 101 Webinar Series (4 of 4): *"Distribution"* Wednesday, April 16th @ 1:00-2:30 p.m. (WMU Auditorium)
- MMUA Legislative Conference – April 23-25 (Bloomington)
- APPA National Conference – June 13-18 (Denver, CO)

Anyone interested in attending or participating in any of the events is asked to contact Beth Mattheisen (WMU Office) to make the necessary arrangements.

There being no further business to come before the Commission, Commissioner Laumer made a motion to adjourn the meeting. Commissioner Schrupp seconded the motion, and the meeting was adjourned by a vote of six ayes and zero nays

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Administrative Secretary

ATTEST:

Carol Laumer, Secretary

**WILLMAR PLANNING COMMISSION
CITY OF WILLMAR, MN
WEDNESDAY, MARCH 26, 2014**

MINUTES

1. The Willmar Planning Commission met on Wednesday, March 26, 2014, at 7:00 p.m. at the Willmar City Offices Conference Room #2.

**** Members Present:** Mark Klema, Gary Geiger, Andrew Engan, Scott Thaden, Bob Poe, Margaret Fleck, Randy Czarnetzki, Sandy Bebler, and Aaron Larson.

**** Others Present:** Megan DeSchepper- Planner.

2. MINUTES: The minutes of the March 12, 2014 meeting were approved as submitted.

3. SIGN SECTION OF ZONING ORDINANCE DISCUSSION CONTINUED: The Planning Commission discussed the sign section of the Zoning Ordinance. They talked about electronic signs at length. They suggested electronic signs be defined in the definitions section. They liked the examples of dynamic display signs from the City of Hutchinson and Albert Lea. Intensity, flashing, color, transition, live video, and time of day were discussed and as the main points to cover in regards to electronic signs.

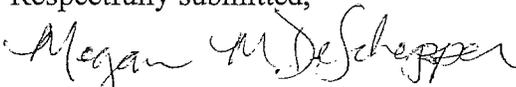
Sandwich board signs were discussed, the Commission felt that in the Central Business District sandwich board signs on the sidewalk that would only be out during business hours should be permissible and not require a special permit. In the General Business District they recommended it only be allowed on private property at the same setback as permanent signage.

Any face changes to existing signs should also require a sign permit to ensure new signs after a use change meet the Ordinance regulations.

The Planning Commission talked about engineered sign drawings and licensing installers as some other communities require. They asked staff to research that further for review and discussion at an upcoming meeting.

4. There being no further business to come before the Commission the public hearing closed at 7:53 p.m.

Respectfully submitted,



Megan M. DeSchepper, AICP
Planner/Airport Manager

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BEST WESTERN KELLY INN			000106											
	39105	04/02/14	GAUER-LODGING EXPENSE	200.02		454572		D	N				TRAVEL-CONF.-SCH	651.48484.0333
BOLLIG INC			002999											
	39106	04/02/14	PROFESSIONAL SERVICES	35,898.60		2660		D	N				PROFESSIONAL SER	432.48504.0446
BOTACH INC			003071											
	39107	04/02/14	SWAT TACTICAL LIGHTS	1,330.00		97210		D	N				SMALL TOOLS	800.42411.0221
BROWN TRAFFIC PRODUCTS			002241											
	39108	04/02/14	SIGNAL LIGHT VISORS	72.00		042557		D	N				MTCE. OF OTHER I	101.43425.0226
BSE			001980											
	39109	04/02/14	BATTERY FOR EMERG. LTS	28.54		906939549		D	N				MTCE. OF STRUCTU	101.45433.0225
	39109	04/02/14	PARTS FOR BLDG LIGHT	210.00		906994718		D	N				MTCE. OF STRUCTU	101.42412.0225
	39109	04/02/14	BATTERIES	17.03		907004372		D	N				GENERAL SUPPLIES	101.42412.0229
	39109	04/02/14	LIGHT BULBS	77.16		907019744		D	N				MTCE. OF STRUCTU	101.45433.0225
	39109	04/02/14	L.S. SWITCH	106.06		907044341		D	N				MTCE. OF EQUIPME	651.48485.0224
	39109	04/02/14	REPL. DAMAGED LT POLE	810.00		907062307		D	N				INSURANCE DEDUCT	101.41428.0822
	39109	04/02/14	ELECTRICAL COVER	36.50		907102422		D	N				MTCE. OF STRUCTU	101.45433.0225
			VENDOR TOTAL	1,285.29		*CHECK TOTAL								
BSN SPORTS INC			003001											
	39110	04/02/14	FENCE CAP-YELLOW FIELD	824.95		95913179		D	N				OTHER IMPROVEMEN	450.45432.0554
	39110	04/02/14	TENNIS BALLS/SUPPLIES	461.04		95953810		D	N				GENERAL SUPPLIES	101.45432.0229
	39110	04/02/14	SOCCER BALLS/SUPPLIES	688.31		95953811		D	N				GENERAL SUPPLIES	101.45432.0229
			VENDOR TOTAL	1,974.30		*CHECK TOTAL								
BUSINESSWARE SOLUTIONS			002776											
	39111	04/02/14	PRINT/PAGE COUNT	10.57		213946		D	N				OFFICE SUPPLIES	101.41400.0220
	39111	04/02/14	PRINT/PAGE COUNT	31.50		213946		D	N				OFFICE SUPPLIES	101.41402.0220
	39111	04/02/14	PRINT/PAGE COUNT	13.08		213946		D	N				OFFICE SUPPLIES	101.41403.0220
	39111	04/02/14	PRINT/PAGE COUNT	11.82		213946		D	N				OFFICE SUPPLIES	101.41404.0220
	39111	04/02/14	PRINT/PAGE COUNT	59.00		213946		D	N				OFFICE SUPPLIES	101.41405.0220
	39111	04/02/14	PRINT/PAGE COUNT	9.73		213946		D	N				OFFICE SUPPLIES	101.41409.0220
	39111	04/02/14	PRINT/PAGE COUNT	89.68		213946		D	N				OFFICE SUPPLIES	101.42411.0220
	39111	04/02/14	PRINT/PAGE COUNT	2.64		213946		D	N				OFFICE SUPPLIES	101.43417.0220
	39111	04/02/14	PRINT/PAGE COUNT	0.26		213946		D	N				OFFICE SUPPLIES	101.45435.0220
	39111	04/02/14	PRINT/PAGE COUNT	118.38		213946		D	N				OFFICE SUPPLIES	651.48484.0220
			VENDOR TOTAL	346.66		*CHECK TOTAL								
BUTTERFIELD/JIM			.02114											
	39112	04/02/14	SIOUX FALLS SPORT SHOW	422.89		032814		D	N				TRAVEL-CONF.-SCH	208.45006.0333
CANON FINANCIAL SERVICES			002336											
	39113	04/02/14	COPIER LEASE AGRMT	24.88		13611267		D	N				RENTS	101.43425.0440

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARD SERVICES						002552								
	39114	04/02/14	LATE FEE	12.50			38859		D	N			OTHER CHARGES	208.45005.0449
CARDMEMBER SERVICE						002365								
	39083	03/25/14	TRAINING VIDEO SERIES	37.50			STMT/2-14		D	N			TRAVEL-CONF.-SCH	101.41409.0333
	39083	03/25/14	BROADCASTER SUBSCRIP.	49.00			STMT/2-14		D	N			SUBSCRIPTIONS AN	101.41409.0443
	39083	03/25/14	SOFTWARE LICENSE	10.68			STMT/2-14		D	N			LICENSES AND TAX	101.41409.0445
	39083	03/25/14	SOFTWARE LICENSE	10.68			STMT/2-14		D	N			LICENSES AND TAX	101.41409.0445
	39083	03/25/14	PROFESSIONAL SERVICES	105.55			STMT/2-14		D	N			PROFESSIONAL SER	101.41409.0446
	39083	03/25/14	MEMORY CARDS/TRIPOD	158.49			STMT/2-14		D	N			SMALL TOOLS	101.42411.0221
	39083	03/25/14	SONY HD CAMCORDER	176.33			STMT/2-14		D	N			SMALL TOOLS	101.42411.0221
	39083	03/25/14	OFFICE SUPPLIES	3.20			STMT/2-14		D	N			OFFICE SUPPLIES	101.42412.0220
	39083	03/25/14	KEYBOARD	159.43			STMT/2-14		D	N			SMALL TOOLS	101.42412.0221
	39083	03/25/14	HENDRICKSON-FUEL	20.00			STMT/2-14		D	N			MOTOR FUELS AND	101.42412.0222
	39083	03/25/14	MELIN-LODGING EXPENSE	233.00			STMT/2-14		D	N			TRAVEL-CONF.-SCH	101.42412.0333
	39083	03/25/14	LARSON-LODGING EXPENSE	233.00			STMT/2-14		D	N			TRAVEL-CONF.-SCH	101.42412.0333
	39083	03/25/14	HENDRICKSON-MEAL EXP.	28.47			STMT/2-14		D	N			TRAVEL-CONF.-SCH	101.42412.0333
	39083	03/25/14	MEALS-FIRE OFFICER MTG	61.11			STMT/2-14		D	N			TRAVEL-CONF.-SCH	101.42412.0333
	39083	03/25/14	FIRE CODE SUBSCRIPTION	1,330.50			STMT/2-14		D	N			SUBSCRIPTIONS AN	101.42412.0443
	39083	03/25/14	PROFESSIONAL SERVICES	24.00			STMT/2-14		D	N			PROFESSIONAL SER	101.42412.0446
	39083	03/25/14	LANGNER-LODGING DEPOSIT	113.03			STMT/2-14		D	N			TRAVEL-CONF.-SCH	101.43417.0333
	39083	03/25/14	LANGNER-SEMINAR REGIS.	130.00			STMT/2-14		D	N			TRAVEL-CONF.-SCH	101.43417.0333
				2,883.97										
			VENDOR TOTAL	2,883.97										
														*CHECK TOTAL
CARRANZA/NOE						002547								
	39115	04/02/14	INTERPRETED 03/04/14	50.00			030414		D	M	07		PROFESSIONAL SER	101.42411.0446
	39115	04/02/14	INTERPRETED 03/21/14	100.00			032114		D	M	07		PROFESSIONAL SER	101.42411.0446
				150.00										
			VENDOR TOTAL	150.00										
														*CHECK TOTAL
CARRANZA/NORMA I						002542								
	39116	04/02/14	INTERPRETED 03/05/14	75.00			030514		D	M	07		PROFESSIONAL SER	101.42411.0446
	39116	04/02/14	INTERPRETED 03/20/14	50.00			032014		D	M	07		PROFESSIONAL SER	101.42411.0446
				125.00										
			VENDOR TOTAL	125.00										
														*CHECK TOTAL
CENTERPOINT ENERGY						000467								
	39117	04/02/14	NATURAL GAS CHARGES	13.46			6007936/3-14		D	N			UTILITIES	230.43430.0332
	39117	04/02/14	NATURAL GAS CHARGES	6,734.38			6007939/3-14		D	N			UTILITIES	101.43425.0332
	39117	04/02/14	NATURAL GAS CHARGES	122.69			6038773/3-14		D	N			UTILITIES	101.43425.0332
	39117	04/02/14	NATURAL GAS CHARGES	1,309.22			6048932/3-14		D	N			UTILITIES	651.48484.0332
	39117	04/02/14	NATURAL GAS CHARGES	3,023.26			6061271/3-14		D	N			UTILITIES	101.45433.0332
	39117	04/02/14	NATURAL GAS CHARGES	217.86			6069198/3-14		D	N			UTILITIES	101.43425.0332
	39117	04/02/14	NATURAL GAS CHARGES	1,153.47			6084836/3-14		D	N			UTILITIES	101.45435.0332
	39117	04/02/14	NATURAL GAS CHARGES	3,885.74			6085332/3-14		D	N			UTILITIES	101.45433.0332
	39117	04/02/14	NATURAL GAS CHARGES	78.97			6093527/3-14		D	N			UTILITIES	101.43425.0332
	39117	04/02/14	NATURAL GAS CHARGES	1,472.76			6102726/3-14		D	N			UTILITIES	101.42412.0332

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CENTERPOINT ENERGY			000467							
	39117	04/02/14	NATURAL GAS CHARGES	121.09		6725927/3-14		D N	UTILITIES	230.43430.0332
	39117	04/02/14	NATURAL GAS CHARGES	13.46		7177865/3-14		D N	UTILITIES	230.43430.0332
	39117	04/02/14	NATURAL GAS CHARGES	696.29		8503501/3-14		D N	UTILITIES	651.48485.0332
	39117	04/02/14	NATURAL GAS CHARGES	1,092.62		8512023/3-14		D N	UTILITIES	651.48485.0332
	39117	04/02/14	NATURAL GAS CHARGES	18,546.85		8795475/3-14		D N	UTILITIES	651.48484.0332
			VENDOR TOTAL	38,482.12		*CHECK TOTAL				
CENTRAL LAKES COOPERATIV			001259							
	39118	04/02/14	GREASE	779.66		36810		D N	MOTOR FUELS AND	651.48484.0222
CENTURION TECHNOLOGIES			002955							
	39119	04/02/14	ANNUAL MTCE FEE-2015	18.36		167227		D N	PREPAID EXPENSES	101.128000
	39119	04/02/14	ANNUAL MTCE FEE-2014	36.64		167227		D N	MTCE. OF EQUIPME	101.41409.0334
			VENDOR TOTAL	55.00		*CHECK TOTAL				
CHAPPELL CENTRAL INC			000156							
	39120	04/02/14	CHECKED FURNACE-LABOR	98.00		00058101		D N	MTCE. OF STRUCTU	101.45435.0335
	39120	04/02/14	CHECKED FURNACE-LABOR	98.00		00058102		D N	MTCE. OF STRUCTU	101.45435.0335
	39120	04/02/14	CHECKED FURNACE-LABOR	98.00		00058128		D N	MTCE. OF STRUCTU	101.45435.0335
	39120	04/02/14	REPL. PUMP COUPLER	147.00		00058377		D N	MTCE. OF STRUCTU	101.41408.0335
	39120	04/02/14	INST. NEW FURNACE	3,199.00		00137024		D N	MTCE. OF STRUCTU	101.43425.0225
			VENDOR TOTAL	3,640.00		*CHECK TOTAL				
CHARTER COMMUNICATIONS			000736							
	39121	04/02/14	MONTHLY PHONE SERVICE	151.51		2191/3-14		D N	COMMUNICATIONS	101.41409.0330
	39121	04/02/14	MONTHLY PHONE SERVICE	173.05		3552/3-14		D N	COMMUNICATIONS	208.45005.0330
			VENDOR TOTAL	324.56		*CHECK TOTAL				
CHRISTENSEN/GEORGE			.01481							
	39122	04/02/14	WOODSHOP EQUIP-PARTS	11.87		032014		D N	MTCE. OF EQUIPME	101.45435.0224
COLEPAPERS INC			000170							
	39123	04/02/14	CLEANING SUPPLIES	330.39		8951069		D N	CLEANING AND WAS	101.45435.0228
	39123	04/02/14	CLEANING SUPPLIES	238.72		8955739		D N	CLEANING AND WAS	101.45435.0228
			VENDOR TOTAL	569.11		*CHECK TOTAL				
CONCORDE BANK			002887							
	39084	03/25/14	2013 HOSP REV BOND-I	182.92		032514		D N	INTEREST	350.47402.0444
CONTINENTAL SAFETY EQUIP			000179							
	39124	04/02/14	REPL. AIR QUALITY TUBE	90.89		433997		D N	GENERAL SUPPLIES	101.45433.0229

Vendor Payments History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
COPIER BUSINESS SOLUTION 001934	39125	04/02/14	FREIGHT CHARGES	12.29		235407		D	N				POSTAGE	101.42412.0223
DAHLBERG BOOT & TRAILER 001299	39126	04/02/14	MARCUS-SAFETY BOOTS	125.00		128917		D	M	07			SUBSISTENCE OF P	101.45433.0227
DELL MARKETING LP 001747	39127	04/02/14	DELL MONITOR	89.99		XJCXNPWW4		D	N				SMALL TOOLS	101.41409.0221
	39127	04/02/14	NETWORKING TRANSCEIVER	450.00		XJC378CK1		D	N				SMALL TOOLS	101.41409.0221
	39127	04/02/14	CONTROLLER CARD	43.48		XJC5XN621		D	N				SMALL TOOLS	101.41409.0221
			VENDOR TOTAL	583.47										
				583.47										
DELTA DENTAL OF MINNESOT 002867	39085	03/25/14	DENTAL INSURANCE-APR	27.35		5459237		D	N				RETIRED EMPLOYEE	101.41428.0818
DEPT OF HUMAN SERVICES 000009	39128	04/02/14	CLEANING SERVICES	84.00		00000196239		D	N				CLEANING AND WAS	101.45435.0338
	39128	04/02/14	CLEANING SERVICES	1,406.00		00000196246		D	N				CLEANING AND WAS	101.45433.0338
			VENDOR TOTAL	1,490.00										
				1,490.00										
DONNERITE GRAPHICS 001422	39129	04/02/14	GRAPHICS FOR CAR #3/#10	15.60		1159		D	N				MTCE. OF EQUIPME	101.42411.0334
DONOHUE & ASSOCIATES 002293	39130	04/02/14	WESTERN COLLECTOR SEWE	3,230.00		11678-40		D	N				PROFESSIONAL SER	432.48503.0446
	39130	04/02/14	SPERRYVILLE L.S.	5,352.50		12466-12		D	N				PROFESSIONAL SER	432.48506.0446
	39130	04/02/14	COMPLIANCE SCHEDULE	2,643.22		12634-01		D	N				PROFESSIONAL SER	651.48484.0446
			VENDOR TOTAL	11,225.72										
				11,225.72										
DOOLEY'S PETROLEUM INC 002163	39091	03/28/14	4,001 GALLONS UNLEADE	13,223.31		391973		D	N				INVENTORIES-MDSE	101.125000
	39091	03/28/14	4,001 GALLONS DIESEL	12,659.16		391973		D	N				INVENTORIES-MDSE	101.125000
			VENDOR TOTAL	25,882.47										
				25,882.47										
ED DAVIS BUSINESS MACHIN 000229	39131	04/02/14	NAME BADGE SUPPLIES	210.92		130848		D	N				OTHER CHARGES	208.45008.0449
	39131	04/02/14	OFFICE SUPPLIES	223.33		131114		D	N				OFFICE SUPPLIES	741.48001.0220
	39131	04/02/14	OFFICE SUPPLIES	26.28		131146		D	N				OFFICE SUPPLIES	741.48001.0220
			VENDOR TOTAL	460.53										
				460.53										
ENGAN ASSOCIATES P.A. 000240	39132	04/02/14	HVAC UPDATE PLANNING	1,900.00		2014-021		D	N				OTHER IMPROVEMEN	450.45427.0554
	39132	04/02/14	HVAC UPDATE PLANNING	4,000.00		2014-023		D	N				OTHER IMPROVEMEN	450.45427.0554

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
FISHER SCIENTIFIC						000269								
	39139	04/02/14	LAB PH METER/PROBE	1,482.93		3329695		D	N				SMALL TOOLS	651.48484.0221
FLEXIBLE PIPE TOOL CO						000273								
	39140	04/02/14	FLUSHER NOZZLE	599.45		17197		D	N				SMALL TOOLS	651.48485.0221
G & K SERVICES						002465								
	39141	04/02/14	CLEANING SERVICES	53.80		1043646655		D	N				CLEANING AND WAS	230.43430.0338
	39141	04/02/14	CLEANING SERVICES	53.80		1043657252		D	N				CLEANING AND WAS	230.43430.0338
	39141	04/02/14	CLEANING SERVICES	53.80		1043667808		D	N				CLEANING AND WAS	230.43430.0338
			VENDOR TOTAL	161.40										
				161.40										
													*CHECK TOTAL	
GAUER/JIM						000989								
	39142	04/02/14	CASE FOR TABLET	37.40		454		D	N				SMALL TOOLS	651.48484.0221
GENERAL MAILING SERVICES						000293								
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	19.58		11304		D	N				POSTAGE	101.41401.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	21.24		11304		D	N				POSTAGE	101.41402.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	11.64		11304		D	N				POSTAGE	101.41403.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	1.18		11304		D	N				POSTAGE	101.41404.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	3.84		11304		D	N				POSTAGE	101.41405.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	15.00		11304		D	N				POSTAGE	101.41408.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	1.18		11304		D	N				POSTAGE	101.41428.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	0.59		11304		D	N				POSTAGE	101.42411.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	10.03		11304		D	N				POSTAGE	101.42412.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	1.18		11304		D	N				POSTAGE	101.43417.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	6.49		11304		D	N				POSTAGE	101.43425.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	0.85		11304		D	N				POSTAGE	101.45435.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	1.18		11304		D	N				POSTAGE	208.45005.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	1.77		11304		D	N				POSTAGE	230.43430.0223
	39143	04/02/14	POSTAGE 02/24 - 02/28/14	1.18		11304		D	N				POSTAGE	651.48484.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	11.49		11461		D	N				POSTAGE	101.41401.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	32.61		11461		D	N				POSTAGE	101.41402.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	53.45		11461		D	N				POSTAGE	101.41403.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	0.59		11461		D	N				POSTAGE	101.41404.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	1.77		11461		D	N				POSTAGE	101.41405.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	15.00		11461		D	N				POSTAGE	101.41408.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	2.36		11461		D	N				POSTAGE	101.41428.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	1.77		11461		D	N				POSTAGE	101.42411.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	1.18		11461		D	N				POSTAGE	101.42412.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	0.59		11461		D	N				POSTAGE	101.43417.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	3.09		11461		D	N				POSTAGE	101.43425.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	19.14		11461		D	N				POSTAGE	101.45432.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	6.49		11461		D	N				POSTAGE	208.45005.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	10.03		11461		D	N				POSTAGE	230.43430.0223
	39143	04/02/14	POSTAGE 03/03 - 03/07/14	4.92		11461		D	N				POSTAGE	651.48484.0223
	39143	04/02/14	POSTAGE 03/10 - 03/14/14	32.83		11489		D	N				POSTAGE	101.41401.0223

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HAUG IMPLEMENT CO - JOHN			000324											
	39150	04/02/14	#010410-HYD. HOSE	131.80		156117		D	N				MTCE. OF EQUIPME	101.43425.0224
HAUG-KUBOTA LLC			002609											
	39151	04/02/14	MOWER DECK PARTS	869.99		4231		D	N				MTCE. OF EQUIPME	101.43425.0224
HAWKINS INC			000325											
	39152	04/02/14	FERRIC CHLORIDE	4,585.56		3574206 RI		D	N				GENERAL SUPPLIES	651.48484.0229
HD SUPPLY WATERWORKS LTD			002130											
	39153	04/02/14	HYDRANT PARTS	1,222.64		C152360		D	N				MTCE. OF OTHER I	101.43425.0226
HEGLUND CATERING			002036											
	39154	04/02/14	LEISURE COMMITTEE LUNCH	147.49		7258		D	N				TRAVEL-CONF.-SCH	208.45005.0333
	39154	04/02/14	CVB BOARD LUNCHES	9.50		7294		D	N				TRAVEL-CONF.-SCH	101.41401.0333
	39154	04/02/14	CVB BOARD LUNCHES	9.50		7294		D	N				TRAVEL-CONF.-SCH	101.41403.0333
	39154	04/02/14	CVB BOARD LUNCHES	9.50		7294		D	N				TRAVEL-CONF.-SCH	101.45433.0333
	39154	04/02/14	CVB BOARD LUNCHES	65.02		7294		D	N				TRAVEL-CONF.-SCH	208.45005.0333
			VENDOR TOTAL	241.01										
				241.01									*CHECK TOTAL	
HERC-U-LIFT			002640											
	39155	04/02/14	GENIE LIFT INSPECTION	139.00		W173649		D	N				MTCE. OF EQUIPME	101.45433.0334
HERITAGE BANK			000001											
	39086	03/25/14	2013 HOSP REV BOND-I	33,381.81		032514		D	N				INTEREST	350.47402.0444
HILLENBRAND/DAVID			002497											
	39156	04/02/14	MILEAGE 2/19-3/12/14	16.02		031414		D	N				TRAVEL-CONF.-SCH	101.41409.0333
HILLYARD FLOOR CARE SUPP			000333											
	39157	04/02/14	CLEANING SUPPLIES	181.80		601052736		D	N				CLEANING AND WAS	101.45435.0228
	39157	04/02/14	SUPPLIES	19.42		601052736		D	N				GENERAL SUPPLIES	101.45435.0229
	39157	04/02/14	CLEANING SUPPLIES	92.00		601067325		D	N				CLEANING AND WAS	101.43425.0228
	39157	04/02/14	VACUUM BAGS	24.29		601067325		D	N				GENERAL SUPPLIES	101.43425.0229
	39157	04/02/14	CLEANING SUPPLIES	16.07		601067326		D	N				CLEANING AND WAS	101.41408.0228
	39157	04/02/14	TOILET TISSUE	41.58		601067326		D	N				GENERAL SUPPLIES	101.41408.0229
	39157	04/02/14	CLEANING SUPPLIES	16.07		601067326		D	N				CLEANING AND WAS	101.45427.0228
	39157	04/02/14	TOILET TISSUE	40.90		601067326		D	N				GENERAL SUPPLIES	101.45427.0229
	39157	04/02/14	HAND SOAP	33.00		601069071		D	N				CLEANING AND WAS	101.42412.0228
	39157	04/02/14	FLOOR BUFFER PADS	11.12		601069072		D	N				GENERAL SUPPLIES	101.45435.0229
	39157	04/02/14	MOP HEADS	450.00		601073984		D	N				CLEANING AND WAS	101.45427.0228
	39157	04/02/14	FLOOR SCRUBBER MTCE-PRTS	98.04		700124267		D	N				MTCE. OF EQUIPME	101.45427.0224
	39157	04/02/14	FLOOR SCRUBBER MTCE-LABR	202.50		700124267		D	N				MTCE. OF EQUIPME	101.45427.0334
	39157	04/02/14	FLOOR SCRUBBER MTCE-PRTS	7.00		700124268		D	N				MTCE. OF EQUIPME	101.45427.0224
	39157	04/02/14	FLOOR SCRUBBER MTCE-LABR	121.50		700124268		D	N				MTCE. OF EQUIPME	101.45427.0334
	39157	04/02/14	FLOOR BUFFER MTCE-PARTS	5.00		700124269		D	N				MTCE. OF EQUIPME	101.45427.0224
	39157	04/02/14	FLOOR BUFFER MTCE-LABOR	40.50		700124269		D	N				MTCE. OF EQUIPME	101.45427.0334
			VENDOR TOTAL	1,400.79										
				1,400.79									*CHECK TOTAL	

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HOLIDAY INN			002045											
	39158	04/02/14	LODGING BID FULFILLMENT	250.00		WLACVB		D	N				OTHER CHARGES	208.45008.0449
HOME STATE BANK			003067											
	39087	03/25/14	2013 HOSP REV BOND-I	426.80		032514		D	N				INTEREST	350.47402.0444
HYDRITE CHEMICAL CO			002837											
	39159	04/02/14	MAGNESIUM HYDROXIDE	9,020.70		01687207		D	N				GENERAL SUPPLIES	651.48484.0229
INDEPENDENT SCHOOL DIST			000348											
	39160	04/02/14	JAN CER	9,164.78		031114		D	N				DUE TO SCHOOL -	101.223002
	39160	04/02/14	FEB CER	4,989.87		031114		D	N				DEPOSITS	101.230000
				14,154.65										
			VENDOR TOTAL	14,154.65										
													*CHECK TOTAL	
INT'L CODE COUNCIL			000355											
	39161	04/02/14	KARDELL-SEMINAR REGIS.	266.00		INV0371316		D	N				TRAVEL-CONF.-SCH	101.41402.0333
INTEGRATED POWER SERVICE			003044											
	39162	04/02/14	L.S. PUMP #1 REPAIR	62.31		9005505		D	N				MTCE. OF EQUIPME	651.48485.0224
	39162	04/02/14	L.S. PUMP #1 REPAIR	731.25		9005505		D	N				MTCE. OF EQUIPME	651.48485.0334
				793.56										
			VENDOR TOTAL	793.56										
													*CHECK TOTAL	
JAGUSH/JEFFREY			003037											
	39163	04/02/14	MILEAGE 3/4-3/14/14	22.40		031914		D	N				TRAVEL-CONF.-SCH	101.43425.0333
	39163	04/02/14	MILEAGE 3/4-3/14/14	22.40		031914		D	N				TRAVEL-CONF.-SCH	651.48484.0333
	39163	04/02/14	MILEAGE 3/18-3/28/14	22.40		033114		D	N				TRAVEL-CONF.-SCH	101.43425.0333
	39163	04/02/14	MILEAGE 3/18-3/28/14	22.40		033114		D	N				TRAVEL-CONF.-SCH	651.48484.0333
				89.60										
			VENDOR TOTAL	89.60										
													*CHECK TOTAL	
KANDIYOHI CO AUDITOR			000376											
	39164	04/02/14	15 AIR CARDS JAN-MAR	1,574.55		040114		D	N				COMMUNICATIONS	101.42411.0330
	39164	04/02/14	LANDFILL CHARGES	21.12		313537		D	N				CLEANING AND WAS	101.43425.0338
	39164	04/02/14	LANDFILL CHARGES	39.04		313551		D	N				CLEANING AND WAS	101.43425.0338
				1,634.71										
			VENDOR TOTAL	1,634.71										
													*CHECK TOTAL	
KANDIYOHI CO RECYCLING A			002296											
	39165	04/02/14	LAMP RECYCLING	9.00		12		D	N				CLEANING AND WAS	101.43425.0338
	39165	04/02/14	LAMP RECYCLING	43.25		7		D	N				CLEANING AND WAS	101.43425.0338
				52.25										
			VENDOR TOTAL	52.25										
													*CHECK TOTAL	
KANDIYOHI CO TREASURER			000385											
	39166	04/02/14	LIBRARY AGREEMENT-201	43,666.48		032714		D	N				DUE TO OTHER GOV	101.222000
	39166	04/02/14	LIBRARY AGREEMENT-201	48,450.00		032714		D	N				MTCE. OF STRUCTU	101.45426.0335
				92,116.48										
			VENDOR TOTAL	92,116.48										
													*CHECK TOTAL	

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KANDIYOHI CO-OP ELECTRIC			000375											
	39167	04/02/14	WELCOME TO WILLMAR SIGN	111.00		STMT/3-14		D	N				UTILITIES	101.43425.0332
	39167	04/02/14	WELCOME TO WILLMAR SIGN	61.42		STMT/3-14		D	N				UTILITIES	101.43425.0332
	39167	04/02/14	CO RD 23/HWY 71 BYPASS	140.00		STMT/3-14		D	N				UTILITIES	101.43425.0332
	39167	04/02/14	ELEC SERV-LIFT STATIONS	681.00		STMT/3-14		D	N				UTILITIES	651.48485.0332
	39167	04/02/14	ABBOTT DR LIFT STATION	67.00		STMT/3-14		D	N				UTILITIES	651.48485.0332
	39167	04/02/14	ELEC SERV-SECURITY LIGHT	36.00		STMT/3-14		D	N				UTILITIES	651.48486.0332
				1,096.42										
			VENDOR TOTAL	1,096.42										
													*CHECK TOTAL	
LAKESIDE PRESS			001646											
	39168	04/02/14	TRAILS MAP	1,000.00		3974		D	N				PROFESSIONAL SER	208.45006.0446
	39168	04/02/14	TRAILS MAP	1,271.05		3974		D	N				OTHER CHARGES	208.45010.0449
				2,271.05										
			VENDOR TOTAL	2,271.05										
													*CHECK TOTAL	
LANGE AG SYSTEMS			001090											
	39169	04/02/14	PULLY SYS. FOR HKY NETS	77.25		INV85752		D	N				MTCE. OF STRUCTU	101.45433.0225
LANGNER/LUKE			003070											
	39170	04/02/14	CONSTRUCTION INST. TRNG	20.79		031314		D	N				TRAVEL-CONF.-SCH	101.43417.0333
LEAGUE OF MN CITIES INS			001189											
	39171	04/02/14	WORKER'S COMP AUDIT	92,394.00		032714		D	N				EMPLOYER INSUR.	101.41428.0114
LINCOLN FINANCIAL GROUP			002789											
	39092	03/28/14	LIFE INSURANCE-APRIL	8.00	CR	M273		D	N				COBRA INS PREMIU	101.120001
	39092	03/28/14	LIFE INSURANCE-APRIL	55.80		M273		D	N				EMPLOYER INSUR.	101.41400.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	48.75		M273		D	N				EMPLOYER INSUR.	101.41402.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	17.06		M273		D	N				EMPLOYER INSUR.	101.41403.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	29.25		M273		D	N				EMPLOYER INSUR.	101.41404.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	39.00		M273		D	N				EMPLOYER INSUR.	101.41405.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	9.75		M273		D	N				EMPLOYER INSUR.	101.41408.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	39.00		M273		D	N				EMPLOYER INSUR.	101.41409.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	2.44		M273		D	N				EMPLOYER INSUR.	101.41424.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	1,566.25		M273		D	N				INS. PASS THROUG	101.41428.0819
	39092	03/28/14	LIFE INSURANCE-APRIL	351.00		M273		D	N				EMPLOYER INSUR.	101.42411.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	29.25		M273		D	N				EMPLOYER INSUR.	101.42412.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	29.25		M273		D	N				EMPLOYER INSUR.	101.43417.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	192.08		M273		D	N				EMPLOYER INSUR.	101.43425.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	19.50		M273		D	N				EMPLOYER INSUR.	101.45432.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	39.00		M273		D	N				EMPLOYER INSUR.	101.45433.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	5.85		M273		D	N				EMPLOYER INSUR.	101.45435.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	4.87		M273		D	N				EMPLOYER INSUR.	101.45437.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	89.70		M273		D	N				EMPLOYER INSUR.	651.48484.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	9.75		M273		D	N				EMPLOYER INSUR.	651.48485.0114
	39092	03/28/14	LIFE INSURANCE-APRIL	9.75		M273		D	N				EMPLOYER INSUR.	651.48486.0114
				2,579.30										
			VENDOR TOTAL	2,579.30										
													*CHECK TOTAL	

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MENARDS 000449														
	39178	04/02/14	REPL. DOOR KNOBS	111.96		44048		D	N				MTCE. OF STRUCTU	101.45433.0225
	39178	04/02/14	REPL. DOOR KNOBS	87.00		44101		D	N				MTCE. OF STRUCTU	101.45433.0225
	39178	04/02/14	WRENCH	9.99		44260		D	N				SMALL TOOLS	651.48486.0221
	39178	04/02/14	SUPPLIES	21.26		44260		D	N				GENERAL SUPPLIES	651.48486.0229
	39178	04/02/14	WHISK BROOM/SUPPLIES	13.75		44430		D	N				GENERAL SUPPLIES	651.48484.0229
	39178	04/02/14	GBT GAUGE/PARTS	122.90		44538		D	N				MTCE. OF OTHER I	651.48486.0226
	39178	04/02/14	JOTS BUBBLER-PARTS	88.73		44567		D	N				MTCE. OF OTHER I	651.48485.0226
	39178	04/02/14	BLDG PULLEY SYSTEM-PARTS	43.21		44639		D	N				MTCE. OF STRUCTU	101.45433.0225
	39178	04/02/14	SEAL FOR VACUUM	5.77		45037		D	N				MTCE. OF EQUIPME	101.43425.0224
	39178	04/02/14	PLANT SUPPLIES	59.28		45097		D	N				GENERAL SUPPLIES	651.48484.0229
	39178	04/02/14	ELECTRICAL SUPPLIES	272.36		45101		D	N				GENERAL SUPPLIES	101.45433.0229
	39178	04/02/14	OUTLET REPAIR-PARTS	32.80		45180		D	N				MTCE. OF STRUCTU	101.45433.0225
	39178	04/02/14	SUPPLIES	61.76		45355		D	N				GENERAL SUPPLIES	101.45433.0229
	39178	04/02/14	THERMOSTAT	26.98		45370		D	N				MTCE. OF STRUCTU	651.48484.0225
	39178	04/02/14	WINDOW BLINDS	179.97		45620		D	N				GENERAL SUPPLIES	101.45427.0229
	39178	04/02/14	HAND SPRAYERS	9.98		45632		D	N				SMALL TOOLS	101.43425.0221
	39178	04/02/14	TRASH BAGS	50.31		45632		D	N				CLEANING AND WAS	101.43425.0228
	39178	04/02/14	GORTON L.S. PIPING	27.43		45645		D	N				MTCE. OF OTHER I	651.48485.0226
	39178	04/02/14	PLANT SUPPLIES	29.51		45694		D	N				GENERAL SUPPLIES	651.48484.0229
	39178	04/02/14	LT BULBS FOR BLDG	111.52		45712		D	N				MTCE. OF STRUCTU	101.43425.0225
	39178	04/02/14	LT BULBS FOR FIELD LTS	39.95		45712		D	N				MTCE. OF OTHER I	101.43425.0226
	39178	04/02/14	SUPPLIES	51.90		45717		D	N				GENERAL SUPPLIES	101.45433.0229
			VENDOR TOTAL	1,458.32										
				1,458.32										*CHECK TOTAL
METRO SALES INC 003016														
	39179	04/02/14	COPIER MTCE 3/12-4/12	205.93		591452		D	N				MTCE. OF EQUIPME	741.48001.0334
MIAMA 000453														
	39180	04/02/14	MADSEN-WORKSHOP REGIS.	15.00		2014		D	N				TRAVEL-CONF.-SCH	101.45433.0333
MIDWEST VISION CENTER 002210														
	39181	04/02/14	JAGUSH-SAFETY GLASSES	101.49		1059452		D	N				SUBSISTENCE OF P	101.43425.0227
	39181	04/02/14	JAGUSH-SAFETY GLASSES	101.49		1059452		D	N				SUBSISTENCE OF P	101.45435.0227
			VENDOR TOTAL	202.98										*CHECK TOTAL
				202.98										
MILLS AUTOMOTIVE GROUP 000432														
	39182	04/02/14	#088184-HEATER CONTROL	314.30		2101430		D	N				MTCE. OF EQUIPME	101.43425.0224
MINNEAPOLIS FINANCE DEPA 000466														
	39183	04/02/14	AUTO PAWN TRANS FEE	123.30		400413004643		D	N				PROFESSIONAL SER	101.42411.0446
MN DEPT OF REVENUE 000492														
	197	03/19/14	SALES TAX-FEBRUARY	787.00		STMT/2-14		M	N				SALES TAX PAYABL	101.206000
	197	03/19/14	USE TAX-FEBRUARY	366.28		STMT/2-14		M	N				SALES TAX PAYABL	101.206000
	197	03/19/14	DIESEL FUEL TAX-FEBRUARY	696.81		STMT/2-14		M	N				MOTOR FUELS AND	101.43425.0222

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MN DEPT OF REVENUE			000492											
	197	03/19/14	USE TAX-FEBRUARY	285.93		STMT/2-14		M	N				MOTOR FUELS AND	101.43425.0222
	197	03/19/14	USE TAX-FEBRUARY	1.79		STMT/2-14		M	N				MOTOR FUELS AND	101.45433.0222
	197	03/19/14	USE TAX-FEBRUARY	293.00		STMT/2-14		M	N				MOTOR FUELS AND	230.43430.0222
	197	03/19/14	DIESEL FUEL TAX-FEBRUARY	14.55		STMT/2-14		M	N				MOTOR FUELS AND	651.48485.0222
				2,445.36										
			VENDOR TOTAL	2,445.36										
														*CHECK TOTAL
MN STATE PATROL - CMV SE			002787											
	39184	04/02/14	INSPECTION PRGRM DECALS	40.00			2014	D	N				MTCE. OF EQUIPME	101.43425.0224
MOTION INDUSTRIES INC			000853											
	39185	04/02/14	SCREW PUMP GREASE FTNGS	35.55			MN28-415050	D	N				MTCE. OF EQUIPME	651.48484.0224
	39185	04/02/14	SCREW PUMP GRID CPLNG	3,819.31			MN28-415051	D	N				MTCE. OF EQUIPME	651.48484.0224
				3,854.86										
			VENDOR TOTAL	3,854.86										
														*CHECK TOTAL
MVTL LABORATORIES INC			000544											
	39186	04/02/14	WASTEWATER ANALYSIS	564.75		694377		D	N				PROFESSIONAL SER	651.48484.0446
	39186	04/02/14	WASTEWATER ANALYSIS	134.00		695059		D	N				PROFESSIONAL SER	651.48484.0446
	39186	04/02/14	WASTEWATER ANALYSIS	446.00		695716		D	N				PROFESSIONAL SER	651.48484.0446
	39186	04/02/14	WASTEWATER ANALYSIS	189.00		695967		D	N				PROFESSIONAL SER	651.48484.0446
				1,333.75										
			VENDOR TOTAL	1,333.75										
														*CHECK TOTAL
NCL OF WISCONSIN INC			001627											
	39187	04/02/14	LAB SUPPLIES	1,157.15			335573	D	N				GENERAL SUPPLIES	651.48484.0229
	39187	04/02/14	LAB SUPPLIES	642.38			335838	D	N				GENERAL SUPPLIES	651.48484.0229
				1,799.53										
			VENDOR TOTAL	1,799.53										
														*CHECK TOTAL
NORTH AMERICAN SALT CO			002344											
	39188	04/02/14	ROAD SALT	7,168.55			71146470	D	N				GENERAL SUPPLIES	101.43425.0229
NORTH AMERICAN STATE BAN			003068											
	39089	03/25/14	2013 HOSP REV BOND-I	609.72			032514	D	N				INTEREST	350.47402.0444
NORTHERN STATES SUPPLY			000585											
	39189	04/02/14	WOODSHOP EQUIP-PARTS	20.15			191064	D	N				MTCE. OF EQUIPME	101.45435.0224
OAKRIDGE HOTEL			.01807											
	39190	04/02/14	KARDELL-LODGING EXPENSE	336.66			3856	D	N				TRAVEL-CONF.-SCH	101.41402.0333
OFFICE SERVICES			000589											
	39191	04/02/14	PHOTO COPIES 2/15-3/12	58.26			032014	D	N				OFFICE SUPPLIES	101.41401.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	107.18			032014	D	N				OFFICE SUPPLIES	101.41401.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	46.12			032014	D	N				OFFICE SUPPLIES	101.41402.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	175.50			032014	D	N				OFFICE SUPPLIES	101.41402.0220

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
OFFICE SERVICES 000589														
	39191	04/02/14	PHOTO COPIES 2/15-3/12	10.38		032014		D	N				OFFICE SUPPLIES	101.41403.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	24.68		032014		D	N				OFFICE SUPPLIES	101.41403.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	31.67		032014		D	N				OFFICE SUPPLIES	101.41404.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	36.23		032014		D	N				OFFICE SUPPLIES	101.41404.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	22.40		032014		D	N				OFFICE SUPPLIES	101.41405.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	0.83		032014		D	N				OFFICE SUPPLIES	101.41405.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	1.32		032014		D	N				OFFICE SUPPLIES	101.41409.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	7.73		032014		D	N				OFFICE SUPPLIES	101.41409.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	7.02		032014		D	N				OFFICE SUPPLIES	101.42412.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	27.64		032014		D	N				OFFICE SUPPLIES	101.43417.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	37.50		032014		D	N				OFFICE SUPPLIES	101.43417.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	21.74		032014		D	N				OFFICE SUPPLIES	101.45432.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	14.55		032014		D	N				OFFICE SUPPLIES	101.45432.0220
	39191	04/02/14	PHOTO COPIES 2/15-3/12	0.45		032014		D	N				OFFICE SUPPLIES	651.48484.0220
			VENDOR TOTAL	631.20										
				631.20										
*CHECK TOTAL														
OXYGEN SERVICE COMPANY 002223														
	39192	04/02/14	WELDING HELMET	221.10		07759049		D	N				SMALL TOOLS	101.43425.0221
PAPER & THREADS LLC 002895														
	39193	04/02/14	SAFETY VEST REPAIR	8.00		031714		D	N				SUBSISTENCE OF P	101.42411.0337
PAPER PLACE/THE 000597														
	39194	04/02/14	TABLE COVERS	78.00		16216		D	M	07			GENERAL SUPPLIES	101.45435.0229
PEST PRO II 001968														
	39195	04/02/14	PROFESSIONAL SERVICES	36.00		14575		D	N				PROFESSIONAL SER	101.45435.0446
PETERSON SHOE STORE 000608														
	39196	04/02/14	CARLSON-SAFETY BOOTS	125.00		155210		D	N				SUBSISTENCE OF P	101.43425.0227
	39196	04/02/14	SCHUELER-SAFETY BOOTS	125.00		155504		D	N				SUBSISTENCE OF P	651.48484.0227
	39196	04/02/14	WITTMAN-SAFETY BOOTS	125.00		155804		D	N				SUBSISTENCE OF P	101.43417.0227
			VENDOR TOTAL	375.00										
				375.00										
*CHECK TOTAL														
PLUMBING & HEATING OF WI 000618														
	39197	04/02/14	LABOR TO THREAD PIPE	14.76		17279		D	N				MTCE. OF EQUIPME	101.43425.0334
POWER PLAN OIB 000342														
	39198	04/02/14	#088709 REPAIR-PARTS	1,106.72		W09665		D	N				MTCE. OF EQUIPME	101.43425.0224
	39198	04/02/14	#088709 REPAIR-LABOR	1,498.50		W09665		D	N				MTCE. OF EQUIPME	101.43425.0334
			VENDOR TOTAL	2,605.22										
				2,605.22										
*CHECK TOTAL														
PREMIUM WATERS INC 000374														
	39199	04/02/14	DRINKING WATER	15.00		329949/2-14		D	N				SUBSISTENCE OF P	101.42412.0227

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SOUTHWEST CHAPTER MSPE 001644														
	39210	04/02/14	WITTMAN-SEMINAR REGIS.	60.00		032414		D	N				TRAVEL-CONF.-SCH	101.43417.0333
	39210	04/02/14	LANGNER-SEMINAR REGIS.	60.00		032414		D	N				TRAVEL-CONF.-SCH	101.43417.0333
	39210	04/02/14	CHRISTENSEN-SEMINAR REG.	60.00		032414		D	N				TRAVEL-CONF.-SCH	101.43417.0333
				180.00									*CHECK TOTAL	
			VENDOR TOTAL	180.00										
SOUTHWEST MN CHAPTER OF 001282														
	39211	04/02/14	KARDELL-SEMINAR REGIS.	80.00		032414		D	N				TRAVEL-CONF.-SCH	101.41402.0333
	39211	04/02/14	ROSEMEIER-SEMINAR REGIS.	80.00		032414		D	N				TRAVEL-CONF.-SCH	101.41402.0333
				160.00									*CHECK TOTAL	
			VENDOR TOTAL	160.00										
ST PAUL POLICE DEPT-PDI .01150														
	39212	04/02/14	LANGE-SEMINAR REGIS.	199.00		031114		D	N				TRAVEL-CONF.-SCH	101.42411.0333
STATE OF MINNESOTA 001551														
	39090	03/25/14	PROF. ENGINEER LICENSE	100.00		032514		D	N				LICENSES AND TAX	101.43417.0445
STATEWIDE DISTRIBUTING I 000718														
	39213	04/02/14	CONCESSION SUPPLIES	121.50		097906		D	N				GENERAL SUPPLIES	101.45433.0229
	39213	04/02/14	CONCESSION SUPPLIES	26.00		097961		D	N				GENERAL SUPPLIES	101.45433.0229
				147.50									*CHECK TOTAL	
			VENDOR TOTAL	147.50										
STEIN'S INC 000720														
	39214	04/02/14	VINYL GLOVES	41.10		691618-1		D	N				GENERAL SUPPLIES	101.43425.0229
	39214	04/02/14	BELT FOR VACUUM	67.41		692677		D	N				MTCE. OF EQUIPME	101.43425.0224
				108.51									*CHECK TOTAL	
			VENDOR TOTAL	108.51										
SW - WEST CNTRL SERVICES 000892														
	39215	04/02/14	HEALTH INSURANCE-MAY	4,061.00		C275		D	N				EMPLOYER INSUR.	101.41400.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	5,303.50		C275		D	N				EMPLOYER INSUR.	101.41402.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	3,101.50		C275		D	N				EMPLOYER INSUR.	101.41403.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	4,007.50		C275		D	N				EMPLOYER INSUR.	101.41404.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	6,038.00		C275		D	N				EMPLOYER INSUR.	101.41405.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	5,501.50		C275		D	N				EMPLOYER INSUR.	101.41409.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	357.00		C275		D	N				EMPLOYER INSUR.	101.41424.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	7,008.00		C275		D	N				RETIRED EMPLOYEE	101.41428.0818
	39215	04/02/14	HEALTH INSURANCE-MAY	28,650.00		C275		D	N				INS. PASS THROUG	101.41428.0819
	39215	04/02/14	HEALTH INSURANCE-MAY	44,723.50		C275		D	N				EMPLOYER INSUR.	101.42411.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	2,645.50		C275		D	N				EMPLOYER INSUR.	101.42412.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	8,866.50		C275		D	N				EMPLOYER INSUR.	101.43417.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	22,054.30		C275		D	N				EMPLOYER INSUR.	101.43425.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	766.60		C275		D	N				EMPLOYER INSUR.	101.45432.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	5,501.50		C275		D	N				EMPLOYER INSUR.	101.45433.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	784.20		C275		D	N				EMPLOYER INSUR.	101.45435.0114

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SW - WEST CNTRL SERVICES			000892											
	39215	04/02/14	HEALTH INSURANCE-MAY	865.60		C275		D	N				EMPLOYER INSUR.	101.45437.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	12,685.30		C275		D	N				EMPLOYER INSUR.	651.48484.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	1,428.00		C275		D	N				EMPLOYER INSUR.	651.48485.0114
	39215	04/02/14	HEALTH INSURANCE-MAY	1,428.00		C275		D	N				EMPLOYER INSUR.	651.48486.0114
			VENDOR TOTAL	165,777.00										
				165,777.00										*CHECK TOTAL
THOMPSON/COLLEEN			000948											
	39216	04/02/14	MILEAGE 1/1-3/31/14	269.92		033114		D	N				TRAVEL-CONF.-SCH	651.48484.0333
TORKELSON'S LOCK SERVICE			002583											
	39217	04/02/14	30 KEYS	90.00		151256		D	N				MTCE. OF STRUCTU	101.45433.0225
	39217	04/02/14	REKEYED LOCK CYLINDERS	127.00		151256		D	N				MTCE. OF STRUCTU	101.45433.0335
			VENDOR TOTAL	217.00										
				217.00										*CHECK TOTAL
TOSHIBA FINANCIAL SERVIC			000218											
	39218	04/02/14	COPIER LEASE AGRMT	113.00		249107251		D	N				RENTS	101.42412.0440
TOWMASTER			002674											
	39219	04/02/14	TAILGATE LATCH LOCK PINS	86.25		356730		D	N				MTCE. OF EQUIPME	101.43425.0224
TWIN CITY SEED COMPANY			002949											
	39220	04/02/14	FERTILIZER	831.00		31736		D	N				MTCE. OF OTHER I	101.43425.0226
UNCOMMON USA INC			001286											
	39221	04/02/14	FLAGS	360.00		726276		D	N				GENERAL SUPPLIES	101.43425.0229
UNIVERSITY OF MINNESOTA			000767											
	39222	04/02/14	REFERENCE MATERIALS	67.95		032714		D	N				OFFICE SUPPLIES	101.43425.0220
USA BLUE BOOK			001258											
	39223	04/02/14	SLUDGE JUDGES	512.13		282019		D	N				SMALL TOOLS	651.48484.0221
VIKING COCA-COLA BOTTLIN			000777											
	39224	04/02/14	CONCESSION SUPPLIES	695.25		1343106		D	N				GENERAL SUPPLIES	101.45433.0229
	39224	04/02/14	CONCESSION SUPPLIES	155.25		1343193		D	N				GENERAL SUPPLIES	101.45433.0229
	39224	04/02/14	CONCESSION SUPPLIES	342.50		1349119		D	N				GENERAL SUPPLIES	101.45433.0229
	39224	04/02/14	CONCESSION SUPPLIES	287.25		1355814		D	N				GENERAL SUPPLIES	101.45433.0229
	39224	04/02/14	CONCESSION SUPPLIES	125.00		164542		D	N				GENERAL SUPPLIES	101.45433.0229
			VENDOR TOTAL	1,605.25										
				1,605.25										*CHECK TOTAL
WAL-MART COMMUNITY			000789											
	39225	04/02/14	WIPER BLADES	14.90		022514		D	N				MTCE. OF EQUIPME	101.42411.0224
	39225	04/02/14	SUPPLIES	104.38		030414		D	N				GENERAL SUPPLIES	651.48484.0229
	39225	04/02/14	COFFEE	38.90		030514		D	N				GENERAL SUPPLIES	101.42411.0229

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REPORT TOTALS:				674,535.32										

RECORDS PRINTED - 000487

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FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	452,649.00
205	INDUSTRIAL DEVELOPMENT	4,500.00
208	CONVENTION & VISITORS BUREAU	5,508.53
230	WILLMAR MUNICIPAL AIRPORT	7,311.61
350	RICE HOSPITAL DEBT SERVICE	34,601.25
432	C.P. - WASTE TREATMENT	44,481.10
450	CAPITAL IMPROVEMENT FUND	53,598.95
651	WASTE TREATMENT	69,227.40
741	OFFICE SERVICES	1,087.54
800	LAW ENFORCEMENT FORFEITURE	1,569.94
TOTAL ALL FUNDS		674,535.32

BANK RECAP:

BANK	NAME	DISBURSEMENTS
HERT	HERITAGE BANK	674,535.32
TOTAL ALL BANKS		674,535.32

WILLMAR COMMUNITY & ACTIVITY CENTER COUNCIL
REGULAR MEETING
Tuesday Mar 4, 2014

Members Present: John Lambing, Diane Shuck, Jim Collier, Earl Knutson, Claudia Cederstrom, Carol Laumer, Steve Brisendine and LeAnne Freeman

Members Absent: Dee Bright & Tim Johnson

The meeting was called to order at 11:10am by Chairperson Earl Knutson

- 1. Coordinator's Report:** Earl Knutson explained that LeAnne Freeman would be doing a Coordinator's report before each WCAC meeting. LeAnne explained that Steve Brisendine had asked each coordinator in the Willmar Community Education and Recreation Department to write a monthly report for the Joint Powers Board. Steve went on to explain that the Joint Powers Board had a review and that to make better use of the board's time, reports would be emailed out with the agenda, the Joint Powers board said that the reports were helpful going into the meeting knowing what each coordinator had been working on for the month. Earl Knutson asked anyone if they had questions regarding the report. Some of the board members wanted to know more about the computer classes and the woodshop, there was a question on what the Joint Powers Board was and their role. Steve explained that it was a combination board appointed by both the City and School to oversee the Community & Recreation Department, similar to what the Community & Activity Center Board does.
- 2. Maintenance Report:** LeAnne Freeman reported on the evening of Thursday Feb 20, the high winds tore down half the awning on the carport. A damage report has been done along with pictures taken. The only thing LeAnne is waiting for is an estimate of the damage cost.

LeAnne also reported that on Monday Feb 24, four of the five roof top HVAC systems went down. Chappell Central was contacted and heat was restored by 3pm. It seems that the circuit breakers are getting old and may need to be replaced or, the cold and wind played a part in them going down. LeAnne will be getting an estimate from Chappell Central on replacing the circuit boards and thermostats in the building.

LeAnne explained that she had a talk with Bruce Peterson Public Works Interim Director regarding the cleaning at the Center. Jeff does a very good job cleaning but he has difficulty organizing his duties at the Center. LeAnne will work with Jeff the month of March by putting together a daily work schedule to help him prioritize each day and to make sure all areas of the building are getting cleaned on a timely matter. LeAnne will report back to the WCAC board next month to let them know how the cleaning is getting done.

- 3. Rental Update:** LeAnne Freeman reported that after twenty-two years the Noon Kiwanis have moved to another location. Earl Knutson who is a Kiwanis member explained to the board why they moved, their group is getting smaller and the rent was cheaper. The new room at the Historical Society fits their group better.

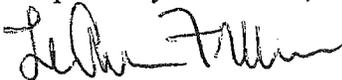
LeAnne reported that there were 14 cancellations in January and 7 cancellations in February due to the weather. This is the highest number of cancellations the center has seen in the past fourteen years. These cancellations are rentals that have paid to use the building not programs offered by Center. These programs get cancelled when school is cancelled; all WCER programs are cancelled when school is cancelled.

LeAnne received a request to have the building open longer for a rental on June 7, the rental agreement states that our rental hours are from 8am to 10pm and the request is to stay open until midnight. The board agrees that LeAnne should talk to the building monitors about working the extra hours and if the renter pays for the extra hours up front, to go ahead and grant the request to be open until midnight.

4. **Life Connections:** Earl Knutson updated the new representatives on the board about Life Connections, last year's board decided not to participate in Life Connections for 2014 due to lack of respond from the event. It was brought up by another board member that they dropped out of Life Connections for that same reason a couple of years ago. The board agreed not to participate this year in Life Connections.
5. **Woodshop Letter:** Earl Knutson and LeAnne Freeman received a letter from a past representative of the WCAC board and is now a woodshop volunteer. The letter thanked the board, Sr. Club and City of Willmar for updating the woodshop. However he believes that the woodshop is still in need of more help keeping the woodshop maintained. He listed several items that the board needs to do: continue to market the woodshop, offer classes on how to use the tools and raise funds to help maintain and improve the woodshop. He requested that the equipment that will be sold at the City Auction be added to the Center budget for the woodshop. After lengthy discussion the board does not feel the money raised at the auction will be enough to offset the needs of the woodshop. The board would like staff to find other ways to raise the money and to use the capital improvement program during the budgeting process and to look at increasing the expenditure budget for 2015.
6. **Miscellaneous:**
 - a. Next Meeting: Tuesday Apr 1 at 11am
 - b. March is Food Shelf Month and the Center will be a drop location for food or money.
 - c. Thank you letter from Lutheran Social Services for a donation to the meal site.
 - d. Garden letters are going out to last year's gardeners to see if they want their same plots for 2014.

As there was no further business, the meeting adjourned at 12:25pm.

Respectfully Submitted,



LeAnne Freeman, Recreation Supervisor/Community & Activity Center Coordinator

MINUTES

WILLMAR POLICE COMMISSION

Wednesday, February 19, 2014

A meeting of the Willmar Police Civil Service Commission was held on Wednesday, February 19, 2014. Members present were: President Dennis Anfinson, Vice President Cassie Akerson, and Secretary Kathy Schwantes. Police Chief David Wyffels and Administrative Assistant Susan Edwards were also present.

The meeting was called to order by President Anfinson at 4:30 p.m.

A motion was made by Commissioner Akerson, seconded by Commissioner Schwantes, to approve the February 3, 2014 minutes as submitted. **Motion carried.**

The Chief explained that at the last Labor Relations meeting, Councilman Dokken questioned the date on the Police Department job descriptions, as they were last updated in 2007. The job descriptions were reviewed and Commissioner Schwantes made a motion, seconded by Commissioner Akerson, to accept the job descriptions as written, with a new revision date and an updated signature for the current Chief of Police. **Motion carried.**

The Chief informed the Commission that at the February 18, 2014 council meeting, the City Council gave approval to begin the hiring process for police officers in order to maintain a sworn staff of 32. Discussion then followed on the tentative timeline for hiring officers and the various steps involved.

A motion was made by Commissioner Akerson to void the existing/exhausted eligibility list and advertise for the position of patrol officer, seconded by Commissioner Schwantes. **Motion carried.**

After further discussion and reviewing the Police Officer Opening notice, a motion was made by Commissioner Schwantes, seconded by Commissioner Akerson, to approve the police officer hiring process as follows:

- Application deadline is 4:30 p.m. on March 12, 2014.
- Advertise on the Minnesota POST website, the City of Willmar website, and in the West Central Tribune.
- Provide two written testing dates; Thursday, March 20, 2014 & Saturday, March 22, 2014, with the testing vendor being I/O Solutions.
- The testing process will consist of a written and oral examination, successful completion of a background investigation, along with a physical and psychological test.
- Weighted scores for the testing process will be a 40% value for the written portion and a 60% value for the oral portion.

- Preference points will be given for Veterans, as required under MN Statutes, with an application form available for such preference.
- No preference points will be given for fluency in a second language or prior law enforcement experience.
- Résumés and cover letters will be required. If an application is not signed or legible, the candidate will be considered ineligible for the written test.

Motion carried.

The Commission will meet Tuesday, April 1, 2014, at 3:30 p.m., after the written test results have been returned, to establish cut-off scores for applicants invited to the oral examination.

Discussion was held on the make-up of the interview panel. The Chief explained that he would like to include the Captain and a Sergeant from the department. He believes utilizing existing staff with good decision making skills in the interview process allows the department to further build on existing leadership qualities from within. It also provides a sense of inclusiveness and enhances ownership by the staff relating to the decision making processes within the department.

The Chief also felt very strongly about having a Commission member on the panel, as the Commission's role is integral in the hiring process, as defined under MN Statute 419.05 and the Commission's Rules and Regulations. It was decided that the panel would consist of the Chief, the Captain, one Sergeant, and one of the Police Commission members, which will be decided on at the next meeting.

Commissioner Anfinson inquired if the Police Commission has any say in the promotional process for Chief. Commissioner Schwantes felt that they did according to State Statute. Commissioner Anfinson was going to contact City Administrator Stevens to possibly set up a meeting to discuss the issue further.

Discussion followed regarding the Police Department structure, specialist positions in the department and Sgt. Asmus' position. Commissioner Schwantes requested a diagram of the department structure to assist in better understanding the makeup and distribution of work responsibilities within the department. Chief Wyffels stated he believes in cross-training staff in all areas to diminish the impact of reduced service to the community upon the loss or reassignment of current staff.

Miscellaneous

Commissioner Akerson requested that it be noted in the minutes of this meeting that Chief Wyffels had received all printed confidential material, distributed to the Commissioners by Attorney Brandon Fitzsimmons, regarding a personnel matter coming before the Commission on December 4, 2013. The material was received by Chief Wyffels from each of the Commissioners at the close of the February 3, 2014 Commission meeting. A receipt noting the return of the confidential material had been issued to each Commissioner and placed in the Police Commission records. The material received was then destroyed by Chief Wyffels.

There being no further business, a motion to adjourn was made by Commissioner Akerson, seconded by Commissioner Schwantes. Meeting was adjourned at 6:25 p.m.

/sae

**WILLMAR MUNICIPAL AIRPORT COMMISSION
CITY OF WILLMAR, MN
WEDNESDAY, MARCH 19, 2014**

MINUTES

1. The Willmar Municipal Airport Commission met on Wednesday, March 19, 2014, at 4:30 p.m. at the Willmar Municipal Airport Conference Room.

** Members Present: Pat Curry, Terry Albers, Dan Reigstad, Sandy Gardner, and Dan O'Meara.

** Members Absent: Richard Kacher, and Don Cole.

** Others Present: Dan Ahlquist, Ron Buchanan, Brian Negan- Maximum Cruise Aviation, Eric Rudningen- Eric's Aviation Services, Kevin Carlson- Bolton and Menk, and Megan DeSchepper- Planner/Airport Manager.

2. MINUTES: The minutes of the January 15, 2014 meeting were approved as presented.

3. AIRPORT UPDATES: Eric Rudningen, of Eric's Aviation Service, the Airport Operations Supervisor, updated the Airport Commission on various aspects of Airport Operations. Mr. Rudningen noticed the water around the localizer building and opened up the clogged culvert near the building that helped the pooling water dissipate. Kevin Carlson, of Bolton and Menk, told the Commission that tiling and drainage work around the localizer building is on the Airport CIP and funding will likely be available from MNDOT for those improvements. Quotes had been obtained for the project late fall 2013 but came in quite high. The project will be rebid this spring.

In February, Mr. Rudningen with assistance from Public Works and the bucket truck cleaned the smoke detectors in the FBO building and replaced some light bulbs. The detectors were giving false alarms due to dirt and grime. Mr. Rudningen commended Public Works and their exemplary work keeping the runway clear this winter.

There is a startup flying club at the Airport; they've had two initial meetings. And through fliers at the airport and word of mouth the interest is increasing. They are working on how the membership would operate and an aircraft for members use etc. They would be a non-profit organization and may look into options for hangar rental at reduced rate from the Airport Commission in the future.

Life Link III's water line to their office froze during one of the recent cold spells.

The beacon is not working at this time, but the parts are in, Mr. Rudningen will install the new parts once weather permits.

Mr. Carlson stated that the MALSR MNDOT project will commence in July or August, MNDOT had two quotes come in regarding the project.

Staff updated the Commission that the new City Engineer/Public Works Director, Sean Christiansen has started and as has been in the past he will eventually be the Department Head overseeing the Airport Manager.

4. MINIMUM STANDARDS DISCUSSION CONTINUED: The Commission discussed Section 4-6 item #4 regarding access to private hangars by the Airport Manager. The Commission recommended that that section be rewritten so that access would be via a scheduled appointment and as per the land lease. As the hangars are privately owned the Commission felt unlimited key access by the Airport Manager would be inappropriate.

The Airport Commission discussed fire extinguishers and somewhere in the document it lists two extinguishers by each gas tank. And suggested that whatever is required be included and then met on site.

Staff went over several areas that are not currently in the Minimum Standards for aeronautical activity but inquired if the Commission would like them included such as lease information, vehicle access, signage for controlling access, ag spraying, ultra-light usage etc. Mr. Rudningen and Staff will draft up additional provision regarding the items listed above for review by the Commission at the next meeting.

5. MISCELLANY: Mr. Rudningen reminded the Commission that private fuel tank storage has some requirements as listed in the Minimum Standards document, including a limit of 119 gallons. A letter will be going out to the private land lease hangar owners reminding them of the requirements.

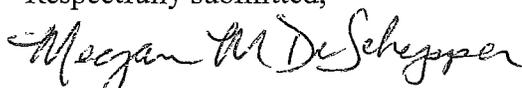
Mr. Carlson inquired about the Willmar Area Joint Airport Zoning Board and if they've met and are current. Staff stated that they have not had need to meet in some time and is not sure about the membership. Mr. Carlson recommended updating the Board and making sure the membership is current etc.

Mr. Carlson also updated the Commission on the grass runway. Once weather permits the runway will be examined and seeded/fertilized as needed to meet the contract requirements. The plan is that the grass runway would be in operation this summer.

Mr. Carlson reminded the Commission the MCOA annual conference is in April if anyone is interested in attending.

6. There being no further business to come before the Commission the meeting adjourned at 5:23 p.m.

Respectfully submitted,



Megan M. DeSchepper, AICP
Planner/Airport Manager

**Willmar Community Education and Recreation
Joint Powers Board Meeting
March 21, 2014**

Members Present: Eric Banks, Andy Boersma, Bill Borth, Ross Magnuson, Pablo Obregon
Bonnie Pehrson, Lynn Peterson, Rachel Smith

Staff Present: Steve Brisendine, Rob Baumgarn, Brad Bonk, LeAnne Freeman, Tammy
Rudningen, Charlene Stevens, Becky Sorenson, Jena Tollefson, Jodi Wambeke

Guests Present: Nancy Lohn, Bob Mathiasen

President Eric Banks opened the meeting and introduced Nancy Lohn with West Central Builder's Association who was present to request permission to serve liquor at their event for two hours after the show for the displays. A discussion followed regarding the necessity of organizations being required to request a temporary liquor license for their events. Charlene Stevens stated that the requirement was in the City ordinances and was something that could be changed if so desired. After further discussion, it was the consensus of the group to allow West Central Builder's Association to serve liquor to their vendors after the show was over.

Bob Mathiasen was present to discuss the amphitheatre project. An agreement has been made to build the amphitheatre as long as funds can be raised. Mr. Mathiasen discussed raising money with naming rights. If an organization or business wants naming rights (ie stage, bleachers, etc.) they can pay for them over the course of 10 years. The City would pay up front cost.

Bill Borth asked what security measures are being considered. Mr. Mathiasen responded that lights will be a major feature and is hoping that would be a deterrent. Bonnie Pehrson asked about parking, if there was enough on the Island to handle large crowds. It was mentioned that the Community Center parking lot could be used as overflow parking .

Mr. Mathiasen asked the opinion of the Board regarding the cost of naming rights. Naming rights is set up to raise just over half of the funds needed. Lynn Peterson asked the total cost of the facility - \$350,000. Charlene Stevens stated she felt the naming rights of the amphitheatre should be higher than \$50,000 for a ten year contract. After ten years, the City can go out and find another sponsor. The name would not be on the amphitheatre but on a plaque. Any name changes would be the organization's expense to change.

LeAnne presented her request regarding lifeguards for Robbins Island. Last year, due to budget cuts, lifeguards were cut at the Island and the Rice Park Wading Pool. Due to maintenance and other issues, the wading pool was unable to be opened. LeAnne gave a report of Robbins Island usage, 7,000

Joint Powers Board Meeting

March 21, 2014, Page 2

in 2010, 3,000 in 2011. Averaging 3,000 people using the beach at the Island, and open an average of 35 days for the summer, LeAnne stated the cost for two lifeguards would be between \$2,500 and \$2,700. LeAnne asked for the opinion of the Joint Powers Board members.

Eric Banks stated he felt it was important to have lifeguards on the Island. Steve stated that there was money in the budget due to savings from not having the wading pool open along with conservative spending last year. Andy Boersma stated he felt it was important to have the beach open but questioned the water quality saying that people won't come due to that issue. Steve responded that he had spoken to Rick Reimer, Soil and Water Conservation District, asking for help in solving the problem. He has also left messages with the DNR and hasn't heard back from them yet.

Eric Banks said he felt that the beach is a free alternative to the Aquatic Center for those families who cannot afford paying Aquatic Center fees. Rachel Smith made a motion that we have life guards at Robbins Island this summer. Pablo Obregon seconded the motion. Motion carried.

Steve informed the Board that he has met with members of the Little Crow Archery Club regarding an Archery park shooting range. The area by the old waste treatment plant, near Pleasantview Park, east of Cahswise is a probable location. Public Works already mows the area about twice a month. If this area is created as an archery park, there would be additional mowing mainly by the shooting line. Little Crow Archery will pay the cost of building, this will be a low cost to the City.

Bill Borth asked about enforcement of rules. Steve responded that police would drive by more frequently. Bonnie Pehrson asked about parking. Steve said there is a small area that would work. Pablo Obregon asked if there was any interest in using this area for another purpose. Steve said he had not heard of any. After further discussion, the consensus of the group was agreement to the plan as long as safety was practiced.

Strategic Plan – Steve has contacted two possible facilitators to get their input regarding a strategic plan. Meeting for an extended time on a regular board meeting date seemed to be the desire of the group.

Park Plan – Brad Bonk has sent out a survey to other communities asking about their park maintenance staffing. Currently we have \$30,000 per year for parks. Our parks have been poorly maintained for many years due to lack of funds.

Bill Borth asked about adding some physical activity classes and day trips. Tammy responded that the exercise classes we have offered in the past have had low registration numbers and day trips also have been poorly received.

As there was no further business, the meeting adjourned. The next meeting will be April 25.

City of Willmar, Minnesota

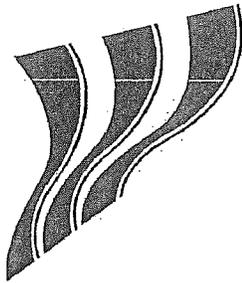
Building Inspection Report

From 03/01/2014 To 03/31/2014

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22036	3/31/2014	DIVERSIFIED LIFESTYLES 418 3RD Street SE	95-740-0550 L 5 & PT OF 6; B 4 SPICER'S ADDITION	Residential Add/Alter Residential/Alteration	REMODEL EXISTING BATHROOM	\$6,000.00	\$160.15
22052	3/20/2014	SCOTT BAHR 1409 12TH Street SE	95-672-0380 L 8; B 4 PLEASANT VIEW 3RD ADDN	Residential Add/Alter Siding	RESIDING & WINDOW REPLACEMENT	\$10,000.00	\$55.00
22054	3/5/2014	BROCK STREFF 2600 13TH Avenue NW	95-135-1050 L 25; B 5 COLLEGE VIEW ADDITION	Residential Add/Alter Siding	RESIDENTIAL RESIDE	\$15,706.00	\$57.85
22055	3/3/2014	TROUW NUTRITION 917 BUSINESS 71 N	95-911-0530 L ; B S 11; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	BULK BIN ROOF REPLACEMENT	\$52,044.41	\$1,005.30
22062	3/12/2014	LHS PROPERTIES 1800 6TH Street SW	95-206-0020 L 2; B 1 EVANS ADDITION	Residential Add/Alter Remodel	INTERIOR REMODEL	\$30,000.00	\$567.65
22066	3/12/2014	MARV CALVIN 619 11TH Street SW	95-006-2820 L PT OF 9 & 10; B 76 FIRST ADDITION	Residential Add/Alter Remodel	INTERIOR REMODEL	\$5,000.00	\$142.15

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22068	3/17/2014	CYNTHIA JENSEN 304 24TH Street SE	95-668-0830 L 13; B 4 PHEASANT RUN	Residential Add/Alter Residential/Alteration	INSTALL PATIO DOOR/ REMODEL INTERIOR	\$1,300.00	\$60.85
22071	3/19/2014	SALLY CARLSON 617 JULII Street SE	95-222-1540 L PT OF 4-6; B 8 FERRING'S 2ND ADDITION	Residential Add/Alter Siding	RESIDENTIAL RESIDE	\$16,000.00	\$58.00
22072	3/19/2014	EVONNE FROST 613 2ND Street SW	95-006-1560 L 11; B 67 FIRST ADDITION	Residential Add/Alter Siding	RESIDENTIAL RESIDE	\$21,000.00	\$60.50
22073	3/17/2014	GUADALUPE FLORES 944 OLAF Avenue NW	95-820-0280 L PT OF 9; B 2 THORPE & LIEN'S ADDITION	Move/Raze Demolition	DEMO HOME	\$0.00	\$75.00
22075	3/31/2014	UNITED METHODIST CHURCH 1818 9TH Street SW	95-922-7430 L ; B S 22; T 119; R 35	Commercial Add/Alter Commercial/Alteration	ADD ELEVATOR/INTE RIOR REMODEL/HC RESTROOMS	\$520,000.00	\$5,164.21
22078	3/19/2014	TORGERSON PROPERTIES GREEN MILL RESTAURANT 2100 HIGHWAY 12 E	95-913-1010 L ; B S 13; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	INSTALL UL-300 FIRE SPRINKLER SYSTEM	\$2,200.00	\$124.44
22080	3/25/2014	GURLEY FOODS HEARTHSIDE FOOD 1118 HIGHWAY 12 E	95-914-1930 L ; B S 14; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	REPAIR WATER DAMAGED OFFICE AREA	\$20,000.00	\$483.96

No.	Date	Owner and Address	Legal Description	Use	Permit For	Value	Total Fee
22082	3/27/2014	HARLAND ASCHE 1101 6TH Street SE	95-230-0290 L 9; B 2 GESCH ADDITION	Residential Add/Alter Drainage system	INTERIOR DRAIN TILE	\$1,800.00	\$80.35
22084	3/25/2014	WILLMAR TEN INVESTORS PLAZA ONE 1303 1ST Street S	95-923-8530 L ; B S 23; T 119N; R 35W	Commercial Add/Alter Commercial/Alteration	REMODEL FOR NEW TENANT	\$37,625.00	\$788.95
22091	3/31/2014	GERALD CARLSON 408 MARY Avenue SE	95-250-0710 L PT OF 11-12; B 4 GLARUM'S ADDITION	Residential Add/Alter Reroofing	RESIDENTIAL REROOF	\$11,985.00	\$35.99
22093	3/27/2014	KYLE LARSEN 1213 TROTT Avenue SW	95-006-7280 L PT OF 12-14; B 111 FIRST ADDITION	Residential Add/Alter Siding	RESIDENTIAL RESIDE	\$1,200.00	\$50.60
Current Year Current Month Totals				17		\$751,860.41	\$8,970.95
Previous Year Current Month Valuation						\$263,465.21	
Current YTD Valuation From 01/01/2014 To 03/31/2014						\$1,510,686.30	
Previous YTD Valuation						\$1,391,622.01	



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: 7.A.

Meeting Date: _____

Attachments: X Yes No

CITY COUNCIL ACTION

Date: April 7, 2014

- | | |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other | |

Originating Department: Engineering

Action Requested: Public Hearing is held to Order Improvements and Authorize the Engineer to prepare plans and specifications for 2014 Improvements.

Subsequent to Ordering the Improvements, the plans and specifications require approval and authorization to receive bids.

Recommended Action: Order the improvements and authorize the Engineer to prepare plans and specifications by executing the appropriate resolution.

Approve the plans and specifications and authorize advertisement for bids to be opened May 6, 2014.

Background/Summary: The 2014 Improvements include street and utility construction in several locations throughout the city. The areas were selected based on the 5-year CIP as well as input from Engineering Staff and Municipal Utility Commission Staff. A Public Hearing on the proposed 2014 Improvements has been called for the purpose of reviewing and explaining the proposed improvements, estimated costs, and to obtain input from interested parties.

Due to time constraints and in order to keep the project on schedule, it is necessary to approve the plans and specifications for the projects included in the Improvement Report at this time.

- Alternatives:**
1. Execute the attached Resolutions.
 2. Delay execution of the resolutions until a future date

Financial Considerations: The funding associated with the project includes Special Assessments, Local Funds, LOST monies, and State Aid Funds.

Preparer: Jared Voge, P.E., Principal Project Manager

Signature:

Comments:

RESOLUTION NO. _____

**RESOLUTION ORDER IMPROVEMENTS AND
AUTHORIZING PREPARATION
OF PLANS AND SPECIFICATIONS FOR
2014 IMPROVEMENT PROJECTS**

WHEREAS:

1. After due Notice of Public Hearing on the construction of street and other improvements for the City of Willmar, Minnesota, hearing on said improvements was duly held and the Council heard all persons desiring to be heard on the matter and fully considered the same.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, as follows:

1. It is advisable, expedient, and necessary that said improvements as described in the Notice of Hearing thereon be constructed and the same are hereby ordered made.
2. The improvements described in said Notice of Hearing are hereby designated and shall be known as 2014 Improvements.
3. The City's Engineer is hereby directed to prepare final plans and specifications for said improvements.
4. The City Council shall let the contract for all or part of the work for said improvements or order all or part of the work done by day labor or otherwise as authorized by Minnesota Statutes, Section 429.041, Subdivision 2, within one year of the date of this resolution ordering said improvements.

Dated this 7th day of April, 2014.

Mayor

Attest:

City Clerk-Treasurer

RESOLUTION NO. _____

**RESOLUTION APPROVING PLANS AND
SPECIFICATIONS AND ADVERTISING FOR BIDS ON
2014 IMPROVEMENT PROJECTS**

WHEREAS:

1. the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project Nos. 1401, 1403, 1404, 1405 & 1407 for the City of Willmar;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, as follows:

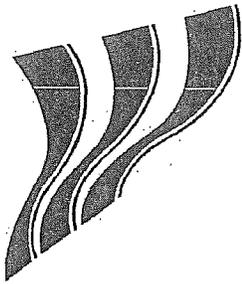
1. Final plans and specifications are hereby approved, and publication of the advertisement for bids is herewith authorized. Multiple bid packages will be publicly opened and read with the first opening scheduled for 1:00 p.m. on the 6th day of May, 2014, at the City Office Building, 333 Southwest Sixth Street, Willmar, Minnesota.

Dated this 7th day of April, 2014.

Mayor

Attest:

City Clerk-Treasurer



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: 7.B.

Meeting Date: _____

Attachments: X Yes No

CITY COUNCIL ACTION

Date: April 7, 2014

- | | |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other | |

Originating Department: Planning and Development Services

Agenda Item: Ordinance Authorizing the Sale of Real Property to Jennie-O Turkey Store, Inc.

Recommended Action: Adopt the ordinance, assign it a number and publish it.

Background/Summary: The public hearing is being conducted as per the City Charter to consider the transfer of property to Jennie-O Turkey Store for their proposed corporate office expansion.

- Alternatives:**
1. Adopt the ordinance
 2. Not adopt the ordinance
 3. Table

Financial Considerations: The purchase agreement and right of first refusal indicate that the two phases of the proposed projects call for purchase prices of \$238,072 for Phase I and \$1,435,852 for Phase II. These amounts are to be written down as provided for in the City's Industrial Land Write-Down Policy.

Preparer: Planning and Development Services
Director

Signature:

Comments:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY TO
JENNIE-O TURKEY STORE, INC.

The City Council of the City of Willmar hereby ordains as follows:

Section 1: AUTHORIZATION OF SALE. The Willmar City Council hereby authorizes the sale and conveyance of real property legally defined as:

Outlot B and Lot 1, Block 5, Willmar Industrial Park Third
Addition, City of Willmar, Kandiyohi County, Minnesota

to Jennie-O Turkey Store, Inc. by quitclaim deed pursuant to the terms and conditions of sale set forth in a certain Industrial Real Property Purchase Agreement and Right of First Refusal between the City and Jennie-O Turkey Store, Inc.

Section 2. EFFECTIVE DATE. This ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: Christianson

This Ordinance introduced on: March 17, 2014

This Ordinance published on: March 22, 2014

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

LABOR RELATIONS COMMITTEE

MINUTES

The Labor Relations Committee of the Willmar City Council met on Tuesday, March 26, 2014, in Conference Room No. 1 at the City Office Building.

Present:	Steve Ahmann	.....	Chair
	Jim Dokken	.....	Vice Chair
	Bruce DeBlieck	.....	Member
	Ron Christianson	.....	Member

Others present: City Administrator Charlene Stevens, Council Member Tim Johnson and Finance Director, Steve Okins.

Item No. 1 Call to Order

The meeting was called to order by Council Member Ahmann at 4:45 p.m.

Item No. 2 Closed Session Pursuant to Minn. Stat. §13D.03.

Council Member Christianson made a motion, seconded by Council Member Anderson to go into closed session pursuant to Minn. Stat. §13D.03 to discuss labor negotiation strategies. The meeting was closed at 4:46 p.m.

The meeting was reopened at 5:30 p.m. on a motion by Council Member Anderson, seconded by Council Member Christianson.

At this point, Finance Director, Steve Okins, joined the meeting.

Item No. 3 Consideration of Contract with AFSCME Public Works.

Chair Ahmann reviewed the tentative agreement with AFSCME Public Works (see attached document), summarizing the agreement for 2014-2015. Chair Ahmann highlighted the annual wage increases of 2.0%, the changes in language for contracting, the change in post-retirement health care and the changes in the employer contribution for insurance.

Council Member Anderson made a motion, seconded by Council Member Christianson, to approve the contract with AFSCME Public Works for 2014-2015 as described and attached. The motion carried.

Item No. 4 Information Systems Coordinator – Authorization to Fill Vacancy.

Ms. Stevens stated that Mark Boeschen, the Information Systems Coordinator, has given his notice. His last day of employment will be April 4th. Mark will be starting his own business in the technology field. As his position is critical to the operations of the City, it was recommended the vacancy be posted and filled as soon as possible.

Council Member Christianson asked if it would be possible to contract for the service. Ms. Stevens stated that she felt the City had a need for an individual on staff. Chair Ahmann questioned if forensic skills were necessary. Ms. Stevens stated that Ross Smeby, another employee, did have some of that training.

Following the discussion, a motion was made by Council Member Christianson, seconded by Council Member Dokken, to open the hiring process for Information Systems Coordinator. The motion carried.

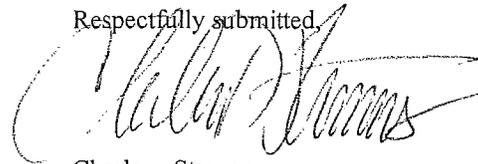
Item No. 5 Old Business

Chair Ahmann stated that he would like to meet with the City Administrator to discuss the annual evaluation process and forms. Ms. Stevens stated that she was willing to discuss the process and forms and noted that the annual evaluation process should more closely follow that of other City employees, which follows an employee's anniversary date.

Chair Ahmann also raised the topic of the Council Planning Retreat again. Council Member Anderson suggested that perhaps an early start on the budget and potential discussion of the Capital Improvements Plan (CIP) would be a starting point.

There being no further business, the meeting was adjourned at 5:55 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charlene Stevens', written over a large, light-colored circular mark.

Charlene Stevens
City Administrator

TENTATIVE AGREEMENT

**CITY OF WILLMAR
and
AFSCME COUNCIL 65, LOCAL 559
(Public Works Unit)**

1. WAGES – ATTACHMENT A

2014	2.0%
2015	2.0%

2. ARTICLE 3 – EMPLOYER AUTHORITY

3.3 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement, provided it does not result in the layoff of employees performing the specific work functions that are being contracted out. In the event the Employer elects to subcontract bargaining unit work which will result in the layoff of current bargaining unit employees, the Employer will provide the Union ten (10) days written notice and the opportunity to meet and negotiate the impact on laid off employees.

3. ARTICLE 18 – SICK LEAVE

18.7 Delete current language and provide group the option upon retirement of a cash payment or a Memorandum of Agreement providing for a post employment health care account pursuant to the regulations of the MSRS. (The option chosen will apply to all employees in the group.)

4. ARTICLE 25 – WAGES AND BENEFITS

25.1 Insurance. The Employer agrees to provide at the Employer's expense for all regular full-time employees and probationary employees under this Agreement, an insurance program for hospitalization and major medical coverage comparable to the current Basic Plan. If the employee chooses dependent coverage, the Employer shall pay the following toward the cost of dependent coverage:

A. For 2014, for employees hired prior to 2012, the Employer will contribute up to \$1,428 per month toward the cost of the monthly premium for dependent coverage under the Basic Plan. Any additional cost shall be paid by the employee through payroll deduction. Except as noted below, for 2015, and annually thereafter, the Employer will contribute up to fifty percent (50%) of the increase in cost of the monthly premium for dependent coverage under the Basic Plan. Any additional cost shall be

paid by the employee through payroll deduction. The formula for calculation of fifty percent (50%) of the increase in the cost of the monthly premium for dependent coverage under the Basic Plan shall be as follows:

The total new family premium cost (currently for 2014 \$1,725) minus the total new single premium cost (currently for 2014 \$615) equals dependent coverage cost. The difference in the new total dependent cost minus the cost of the previous year dependent coverage cost shall be divided by two and added to the Employee contribution toward dependent coverage from the previous year.

- B. For employees hired after 2012, the Employer will pay up to \$574 per month for 2015 toward the cost of single coverage. For 2015, the Employer will pay up to \$1,332 per month toward the cost of dependent coverage. Any additional cost will be paid by the employee through payroll deduction.

5. **OTHER ITEMS**

A. **ARTICLE 4 – UNION SECURITY**

- 4.1 Interest in updating contract language to reflect actual current practice:
- 4.11 In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.
- 4.12 The Union shall provide the formula or schedule to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The Employer shall remit such deductions to AFSCME Council 65, 118 Central Avenue, Nashwauk, MN 55769.

The Employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, subd. 3.

B. **ARTICLE 16 – SAFETY**

- 16.2 Delete phrase “dated September 3, 1986.”

C. **ARTICLE 25 – WAGES AND BENEFITS**

- 25.6 (New) Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty,

tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

D. ARTICLE __ – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Willmar. In the event any provision of this Agreement shall be determined to be contrary to law by a court of final jurisdiction from whose final judgment or administrative ruling or in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

E. MEMORANDUM OF AGREEMENT REGARDING CHANGES IN MINN. STAT. § 181.9431, SECTIONS 1 AND 2 (See attachment)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Willmar (hereafter "City") and AFSCME Council 65 (hereafter "Union") representing the Public Works Unit.

WHEREAS, the City and the Union are parties to a collective bargaining agreement; and

WHEREAS, Minnesota Statute § 181.9413 was amended in 2013 to allow for the use of the employee's accrued sick leave benefits for absence due to illness or injury to the employee's adult children, spouse, siblings, parents, grandparents and stepparents effective August 1, 2013.

WHEREAS, pursuant to the statutory amendment, an employee's use of existing sick leave benefits for absence due to illness or injury to the employee's adult child, spouse, sibling, parent, grandparent or stepparent is limited to 160 hours in a 12 month period.

NOW, THEREFORE, the City and the Union agree as follows:

1. To the extent Minnesota Statute § 181.9413, as amended, provides benefits in excess of the current collective bargaining agreement, an employees may use accrued sick leave benefits in a manner consistent with the statute effective August 1, 2013.
2. This Memorandum of Agreement shall not constitute a precedent with regard to any subsequent negotiations or matters between the parties.
3. In the event Minn. Stat. § 181.9413 is subsequently amended to limit the use of sick leave or the family members for whom sick leave may be used, this Memorandum of Agreement shall be void and of no effect.
4. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2014.

AFSCME COUNCIL 65

CITY OF WILLMAR

COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

The Community Development Committee of the Willmar City Council met on Thursday, March 27, 2014, in Conference Room No. 1 at the City Office Building.

Present:	Rick Fagerlie	.....	Chair
	Denis Anderson	.....	Member
	Jim Dokken	.....	Member
	Tim Johnson	.....	Member

Others present: Mayor Frank Yanish, Council Members Audrey Nelsen, Ron Christianson and Steve Ahmann, Planning and Development Services Director Bruce Peterson, City Administrator Charlene Stevens, County Commissioner Dean Shuck, County Administrator Larry Kleindl, Randy Alsleben, Jennie-O Turkey Store; Steve Renquist, EDC; Jean Spaulding, EDC; Gary Danielson, County Engineer; Marv Calvin, Kathy Schwantes, Ryan Raske, AECOM; Jesus Celis, BNSF; and David Little "West Central Tribune."

Item No. 1 Call to Order

The meeting was called to order by Chair Fagerlie at 4:45 p.m.

Item No. 2 Public Comments

There were no public comments.

Item No. 3 BNSF Wye Track Project (Motion)

Ryan Raske of AECOM, assisted by Jesus Celis of BNSF Railroad, presented information to the Committee regarding a proposed TIGER grant for construction of a wye/by-pass west of Willmar. TIGER stands for Transportation Investment Generating Economic Recovery. Project partners have been BNSF, MnDOT, City of Willmar, Kandiyohi County, and the EDC.

A PowerPoint presentation was viewed and discussed (see attachment.) Track and route geometrics were presented. Several minor roads will require rerouting and an at-grade crossing will be constructed at County Road 55. Road-over-rail overpasses would be constructed on Highway 12 and Highway 40. The typical railroad right-of-way width will be 150'. A combination of private and municipal property takes are needed. Approximately 27 acres of City-owned property and 103 acres of privately owned property is needed for the railroad and overpass right-of-ways. Most private property owners have been receptive to the project.

A memorandum of understand (MOU) has been prepared that spells out generally the responsibilities of all parties to the project. If the TIGER grant is unsuccessful, none of the parties will be held responsible for claims made in the MOU. Project benefits include: a reduction in blocked crossings, less train horn noise, fewer idling trains, lower emissions, and an increase in economic development potential. The project would allow for a switch and siding into the west end of the new industrial park. It was estimated that 7-10 trains per day would be diverted due to the construction of the wye/bypass, significantly reducing the amount of traffic in and out of the Willmar yard.

Council Member Dokken proposed a public meeting to get citizen input. Mr. Raske said that the grant application was due on April 28, 2014 with all information to be submitted by April 21, 2014. It is anticipated that the grant award will occur in September 2014. Design will take a full year and construction could begin in 2016. The Committee discussed the project in depth including preliminary costs and benefits to the community.

Following discussion, a motion was made by Council Member Anderson, seconded by Council Member Johnson, to recommend that the City approve entering into the MOU, participating as a co-applicant, and providing the right-of-way for the project across City property, subject to a future hearing and ordinance. The motion carried.

Item No. 4 Jennie-O Turkey Store Project (Motions)

Staff presented additional information regarding the Jennie-O Turkey Store project. The process for land transfers was discussed. The relationship between the purchase agreement and subsequent development agreement was also discussed. It was noted that the job creation and retention goals for the project would be audited in the annual business subsidy reports that are submitted to the State of Minnesota. Discussion concluded by the Committee reviewing the application of employment credits from Phase I to Phase II, and the mechanism to make it happen. It was acknowledged that the exact impact of the industrial land write-down policy on the purchase prices for both phases of the project would not be known until the projects are completed. Language in the business subsidy and development agreements will address this issue.

Following discussion, a motion was made by Council Member Anderson, seconded by Council Member Fagerlie, to recommend that the City approve the purchase agreement and right of first refusal in substantial conformance with the draft, subject to the public hearing and ordinance adoption. The motion carried 2-1-1, with Council Member Dokken voting "No" and Council Member Johnson abstaining.

Staff presented information to the Committee regarding the proposed tax increment financing program for the project. Timeframes and steps to follow were discussed at length. In order to stay on schedule and to meet the statutory timeframes, staff said it was necessary for the Committee to set a public hearing for the tax increment financing plan. In the interim, staff will be providing information to the County and School District regarding the potential financial impacts on those taxing jurisdictions.

A motion was made by Council Member Fagerlie, seconded by Council Member Johnson, that the City set a hearing on the Jennie-O Turkey Store Tax Increment Financing Plan for May 5, 2014. The motion carried.

Item No. 5 Old Business

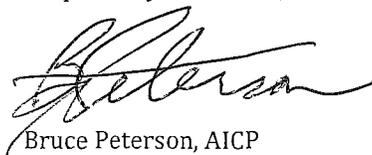
Staff provided an update on the Rule Tire project. An offer by an adjacent property owner to buy one of the decrepit buildings was discussed. Staff recommended that there be no sale of buildings, and that the City proceed with demolition as planned due to the extremely poor condition of the structures.

Item No. 6 New Business

There was no new business to come before the Committee.

There being no further business to come before the Committee, the meeting was adjourned at 5:50 p.m. by Chair Fagerlie.

Respectfully submitted,



Bruce Peterson, AICP
Director of Planning and Development Services

WILLMAR COMMUNITY & ACTIVITY CENTER COUNCIL
REGULAR MEETING
Tuesday Dec 3, 2013

Members Present: John Lambing, Diane Shuck, Jim Collier, Earl Knutson, Claudia Cederstrom, Carol Laumer, Steve Brisendine and LeAnne Freeman

Members Absent: Dee Bright & Tim Johnson

The meeting was called to order at 11:10am by Chairperson Earl Knutson

1. **Coordinator's Report:** Earl Knutson explained that LeAnne Freeman would be doing a Coordinator's report before each WCAC meeting. LeAnne explained that Steve Brisendine had asked each coordinator in the Willmar Community Education and Recreation Department to write a monthly report for the Joint Powers Board. Steve went on to explain that the Joint Powers Board had a review and that to make better use of the boards time, reports would be emailed out with the agenda, the Joint Powers board said that the reports were helpful going into the meeting knowing what each coordinator had been working on for the month. Earl Knutson asked anyone if they had questions regarding the report. Some of the board members wanted to know more about the computer classes and the woodshop, there was a question on what the Joint Powers Board was and their role. Steve explained that it was a combination board appointed by both the City and School to oversee the Community & Recreation Department, similar to what the Community & Activity Center Board does.
2. **Maintenance Report:** LeAnne Freeman reported on the evening of Thursday Feb 20, the high winds tore down half the awning on the carport. A damage report has been done along with pictures taken. The only thing LeAnne is waiting for is an estimate of the damage cost.

LeAnne also reported that on Monday Feb 24, four of the five roof top HVAC systems went down. Chappell Central was contacted and heat was restored by 3pm. It seems that the circuit breakers are getting old and may need to be replaced or, the cold and wind played a part in them going down. LeAnne will be getting an estimate from Chappell Central on replacing the circuit boards and thermostats in the building.

LeAnne explained that she had a talk with Bruce Peterson Public Works Interim Director regarding the cleaning at the Center. Jeff does a very good job cleaning but he has difficulty organizing his duties at the Center. LeAnne will work with Jeff the month of March by putting together a daily work schedule to help him prioritize each day and to make sure all areas of the building are getting cleaned on a timely matter. LeAnne will report back to the WCAC board next month to let them know how the cleaning is getting done.

3. **Rental Update:** LeAnne Freeman reported that after twenty-two years the Noon Kiwanis have moved to another location. Earl Knutson who is a Kiwanis member explained to the board why they moved, their group is getting smaller and the rent was cheaper. The new room at the Historical Society fits their group better.

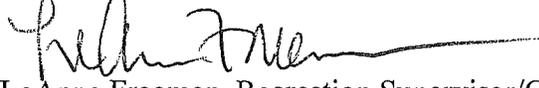
LeAnne reported that there were 14 cancellations in January and 7 cancellations in February due to the weather. This is the highest number of cancellations the center has seen in the past fourteen years. These cancellations are rentals that have paid to use the building not programs offered by Center. These programs get cancelled when school is cancelled; all WCER programs are cancelled when school is cancelled.

LeAnne received a request to have the building open longer for a rental on June 7, the rental agreement states that our rental hours are from 8am to 10pm and the request is to stay open until midnight. The board agrees that LeAnne should talk to the building monitors about working the extra hours and if the renter pays for the extra hours up front, to go ahead and grant the request to be open until midnight.

4. **Life Connections:** Earl Knutson updated the new representatives on the board about Life Connections, last year's board decided not to participate in Life Connections for 2014 due to lack of respond from the event. It was brought up by another board member that they dropped out of Life Connections for that same reason a couple of years ago. The board agreed not to participate this year in Life Connections.
5. **Woodshop Letter:** Earl Knutson and LeAnne Freeman received a letter from a past representative of the WCAC board and is now a woodshop volunteer. The letter thanked the board, Sr. Club and City of Willmar for updating the woodshop. However he believes that the woodshop is still in need of more help keeping the woodshop maintained. He listed several items that the board needs to do: continue to market the woodshop, offer classes on how to use the tools and raise funds to help maintain and improve the woodshop. He requested that the equipment that will be sold at the City Auction be added to the Center budget for the woodshop. After lengthy discussion the board does not feel the money raised at the auction will be enough to offset the needs of the woodshop. The board would like staff to find other ways to raise the money and to use the capital improvement program during the budgeting process and to look at increasing the expenditure budget for 2015.
6. **Miscellaneous:**
 - a. Next Meeting: Tuesday Apr 1 at 11am
 - b. March is Food Shelf Month and the Center will be a drop location for food or money.
 - c. Thank you letter from Lutheran Social Services for a donation to the meal site.
 - d. Garden letters are going out to last year's gardeners to see if they want their same plots for 2014.

As there was no further business, the meeting adjourned at 12:25pm.

Respectfully Submitted,



LeAnne Freeman, Recreation Supervisor/Community & Activity Center Coordinator

Willmar Connection and Industrial Spur Presentation to City of Willmar March 27, 2014

Presentation by:

- **Jesus Celis, EIT**
BNSF – Project Engineer

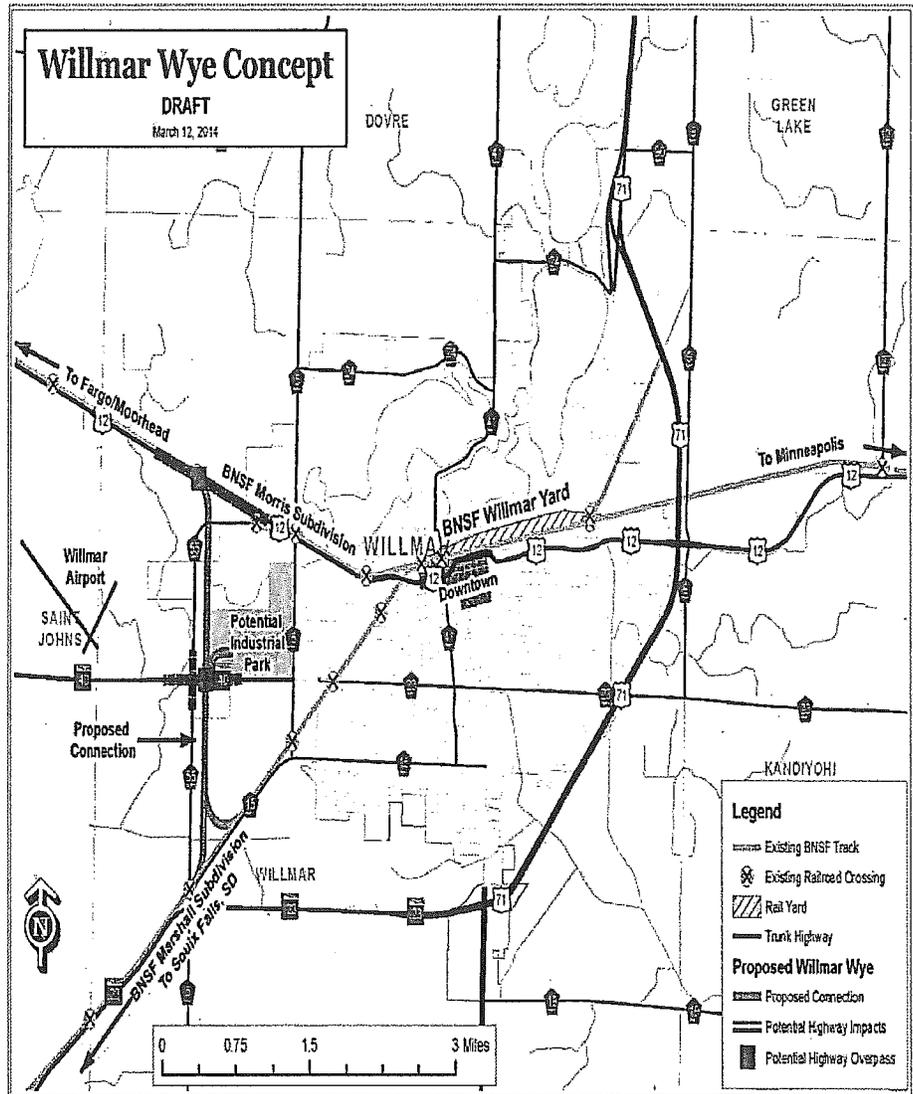
- **Ryan Raske, PE**
AECOM – Project Engineer / Project Manager

Presentation Topics:

- 1. Overall/Geometry**
- 2. Property Acquisition**
- 3. Memorandum of Understanding (MOU)**
- 4. Benefits**
- 5. Needed input**

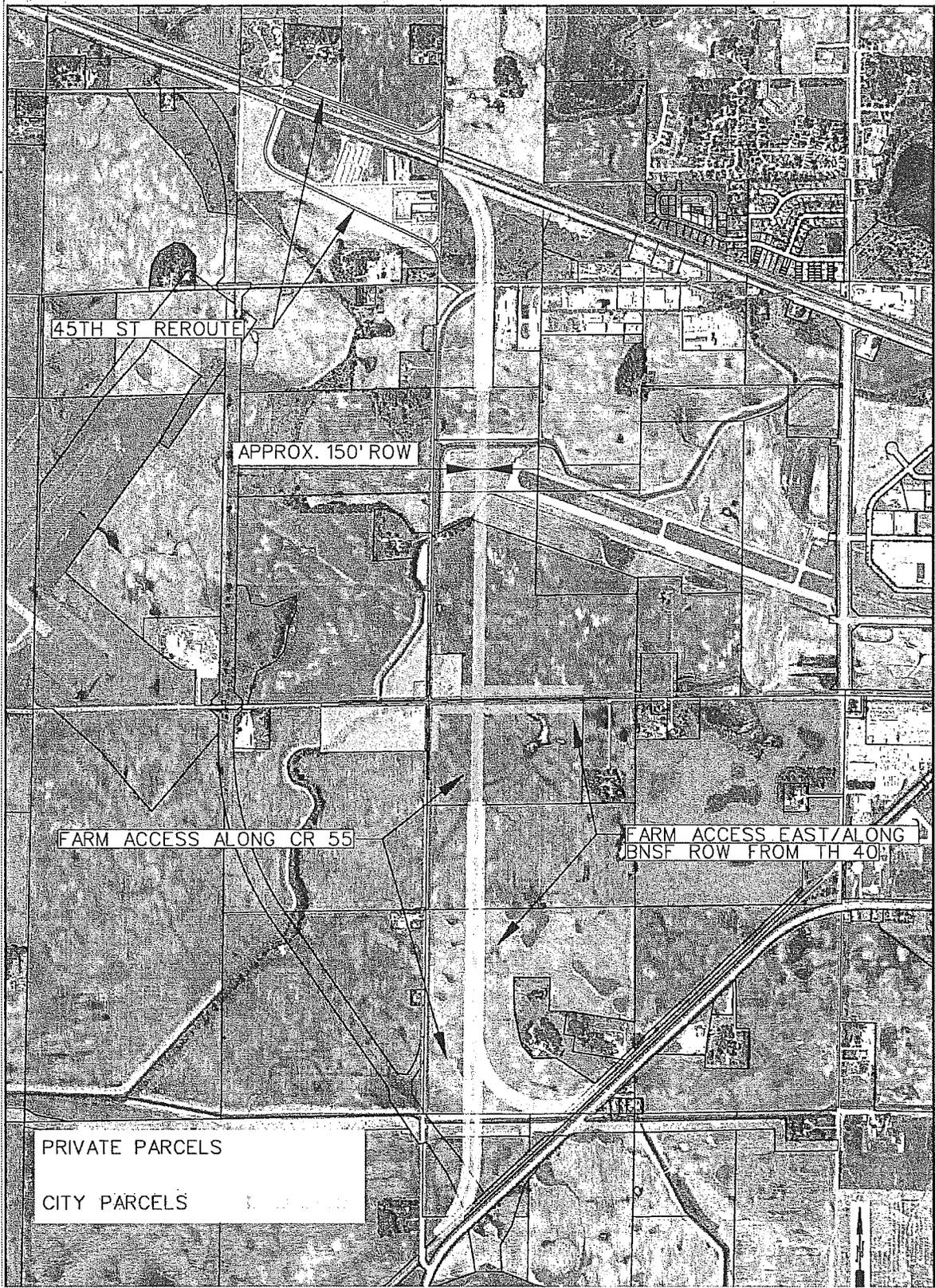
Willmar Connection and Industrial Spur Overall/Geometry

- 2.5 Miles of new track west of Willmar, MN connecting Morris and Marshall subs
- Includes 10,000' siding for meeting trains and parallel access road along siding
- South rail wye configuration
- Rail Spur into City of Willmar industrial park site
- Two new grade separated overpasses including US 12 and TH 40





SIDING CAPACITY: 10,030'
 INDUSTRIAL CONNECTION: 6,852'
 SOUTH LEG WYE: 3,334'
 MAIN: 14,595'



Willmar Connection and Industrial Spur Property Acquisition

City Property

- Available/remaining land for usable purposes beyond 150' track right-of-way.

Private Property

- Available/remaining land for usable purposes beyond 150' track right-of-way.
- BNSF to pursue access for agricultural purposes to be maintained on remaining farmland.

BNSF/MNDOT pursuing minimization of private and public parcel takes (Approx. 150' Track ROW + MNDOT ROW required for Road/Structures).

BNSF's intent is to leave remaining portions of parcels for usable purposes for land owners with access provided either from existing access ways or access roads to suit along/outside of BNSF ROW.

Negotiation in process with property owners to determine feasibility of remaining parcels, access thereof.

Willmar Connection and Industrial Spur

MOU 1 of 2

MOU – Agreement/signatures that the City, County, EDC, MNDOT, BNSF will be applicants for TIGER Submittal. Intent is to show USDOT strong Public-Private partnership (PPP). State/MNDOT to be lead applicant.

MOU – To state the planned contributions of City, County, EDC, State, BNSF

MOU Terms have not been finalized:

Any contribution (large, small, in kind) can significantly help with success of project/application by showing local/public support. Contributions need to be identified in MOU.

Willmar Connection and Industrial Spur

MOU 2 of 2

City

- Confirm as applicant through MOU
- In Kind Land Contribution: Approx. 27 Acres can be highlighted and called out in application.

County

- Confirm as applicant through MOU
- Financial Contribution (within means)

EDC

- Confirm as applicant through MOU
- Financial Contribution (potential 75k)?

TIGER Application:

If application Unsuccessful first 1st Round TIGER:

No parties will be held responsible for claims made in the MOU

Option:



2nd TIGER Round: Many TIGER Projects receive funding on round 2

Progress with original MOU – 2nd TIGER round

Option:



Seek to fund this project from State-BNSF and Local PPP

Progress with alternate MOU – Indicating willingness to work toward funding outside of Federal realm

Willmar Connection and Industrial Spur

Benefits

Strong PPP with significant local, state, regional, and rail network benefits , Industrial park Incentive = Universal gain.

City/Public Benefits

- Reduces of blocked crossings (Congestion and Safety)
 - 3 Crossings along US 12
 - 6 Crossings along Hwy 23
 - 3 Within City of Willmar
- Reduces train horns sound
- Reduces idling trains downtown
- Economic development Incentive – Serves Future Industrial park
- Reduces emissions
- Relocates train movements to outside of community
- Strong rural TIGER projects are limited = limited competition

Local Thoughts/Comments on Benefits?

- Additional details/benefits from locals and businesses?
- Types of businesses that may locate to industrial park?
- Local support and business community interest to highlight public desire to see less trains in town?

Willmar Connection and Industrial Spur Needed Input

Needed from City, County, EDC :

MOU

**Support Letters - Business/Local
(EMS, Chamber, etc.)**

**Support Letters - Public
(City, County, EDC)**

Additional:

**Political Support via senator and
congressman – Contact**

**USDOT Selection Committee -
Contact**



**TIGER application Success
only through strong local
voice**

NEPA and Section 106 Request for Inputs:

**Any known resources (historic, environmental,
social, economic, recreational, political, etc.?)**

**Comments/input requested by March 31st
2014 if none available this evening.**

Contact AECOM for follow up if required:

ryan.raske@aecom.com or carol.peter@aecom.com

PH: 612-376-2410

PH: 612-376-2284



**NEPA Environmental
Documentation and
Section 106 Process**

Willmar Connection and Industrial Spur Questions

QUESTIONS?

INDUSTRIAL REAL PROPERTY PURCHASE AGREEMENT
AND RIGHT OF FIRST REFUSAL

THIS INDUSTRIAL REAL PROPERTY PURCHASE AGREEMENT AND RIGHT OF FIRST REFUSAL (“Agreement”) is made as of _____, 2014 (“Effective Date”), by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota (“CITY”), and Jennie-O Turkey Store, Inc., a Minnesota corporation (“JOTS;” collectively, CITY and JOTS are referred to herein as the “Parties”).

RECITALS

WHEREAS, CITY owns two parcels of unimproved real property totaling approximately 7.6 acres and legally defined on the attached Exhibit A (the “Phase I Real Property”) adjacent to and immediately north of JOTS’s existing corporate and industrial food processing facilities located at 2505 Willmar Avenue Southwest in Willmar, Minnesota (“JOTS Property”); and

WHEREAS, CITY owns a larger parcel of unimproved real property approximately 29.97 acres in size adjacent to and immediately north of the Phase I Real Property in Willmar, Minnesota and legally defined on the attached Exhibit B (the “Phase II Real Property;” collectively, the Phase I Real Property and Phase II Real Property are referred to herein simply as the “Real Property”); and

WHEREAS, JOTS has proposed to purchase and develop the Phase I Real Property, expand its existing corporate office facilities located on the JOTS Property, and develop additional parking and retention facilities on the Phase I Real Property (the “Phase I Project”) as the first phase of a two-phased plan to expand both its corporate office and industrial processing facilities in Willmar, Minnesota; and

WHEREAS, JOTS has proposed to purchase a right of first refusal over the Phase II Real Property, which it desires to purchase and develop as an expansion of the Phase I Project and its industrial food processing facilities (the “Phase II Project”) following the completion of the Phase I Project (together, the Phase I Project and Phase II Project are referred to herein simply as the “Project”); and

WHEREAS, CITY commissioned independent appraisals of each parcel of real property comprising the Real Property, which appraisals indicated a total market value effective September 6, 2013 of \$238,072.00 for the Phase I Real Property and \$1,435,852.00 for the Phase II Real Property, respectively; and

WHEREAS, CITY has adopted an Industrial Land Pricing Write-Down Policy, which is attached hereto as Exhibit C, in order to stimulate and assist economic development projects by reducing the sale price of CITY-owned industrial properties, pursuant to which CITY will credit qualifying businesses \$10,000.00 off the listing price per job created and \$25,000.00 off the listing price per million dollars of estimated taxable market value created as determined by the

office of the City Assessor, and which requires the buyer to pay all real estate commissions and legal/administrative costs incurred by CITY in the transaction; and

WHEREAS, CITY has adopted a Business Subsidy Policy, which is attached hereto as Exhibit D, pursuant to the requirements of the Minnesota Business Subsidy Act, Minnesota Statutes, Sections 116J.993 through 116J.995 (the "Business Subsidy Act"), and which establishes principles and specific minimum requirements that recipients of business subsidies must satisfy; and

WHEREAS, pursuant to Minn. Stat. § 469.185, CITY finds that the Phase I Project as proposed by JOTS will stimulate economic development, promote industry, increase CITY's tax base, and provide new and additional employment opportunities for citizens of Willmar; and

WHEREAS, JOTS represents and CITY specifically finds that the Phase I Project is likely to result in the addition of 90 jobs and an increase in taxable market value of \$4 million in Willmar, Minnesota; and

WHEREAS, CITY anticipates that the addition of jobs and increased taxable market value attributable to the Project will qualify JOTS to receive credits toward the purchase of the Phase I Real Property and/or the Phase II Real Property in amounts that will constitute a business subsidy as that term is defined in Minnesota Statutes, Section 116J.993, subdivision 3, such that the requirements of the Business Subsidy Act would apply to the transactions provided for herein, which will require JOTS to enter into -separate Business Subsidy Agreement(s) (as defined herein) with CITY and to satisfy the principles and minimum requirements in CITY's Business Subsidy Policy; and

WHEREAS, CITY, in order to facilitate the Project as proposed by JOTS and thereby promote industry, increase CITY's tax base, and provide employment for its citizens, is willing to sell the Phase I Real Property to JOTS and grant JOTS a right of first refusal over the Phase II Real Property pursuant to the terms and conditions established herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements of the Parties hereto, CITY and JOTS agree as follows:

ARTICLE 1. REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES OF CITY.
CITY makes the following representations and warranties:

1.1 CITY is a municipal corporation organized and existing under and by virtue of and pursuant to the laws of the State of Minnesota and its Home Rule Charter and has the power to enter into this Agreement and carry out its obligations hereunder.

1.2 There is not pending, nor to the best of CITY's knowledge is there threatened, any suit, action or proceeding against CITY before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the

transactions contemplated hereby, the ability of CITY to perform its obligations hereunder, or as contemplated hereby or thereby, or the validity or enforceability of this Agreement.

1.3 The Project contemplated by this Agreement is consistent with the development objectives set forth in CITY's Comprehensive Plan adopted June 15, 2009, by the Willmar City Council.

1.4 CITY has not received any notice from any local, state or federal official that the activities of JOTS or CITY with respect to the Project may or will be in violation of any environmental law or regulation (other than those notices, if any, of which JOTS has been notified in writing). CITY is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and CITY is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under the Minnesota Environmental Rights Act or other state or federal environmental statute.

1.5 Except as set forth herein, CITY makes no representation or warranty, either express or implied, as to the Real Property or its condition or the soil conditions thereon, or that the Real Property shall be suitable for JOTS's purposes or needs.

1.6 CITY is entering into this Agreement to facilitate the Project and to thereby promote industry, increase CITY's tax base, and provide employment for its citizens.

1.7 CITY agrees to pay the total amount of any costs, charges, expenses and attorneys' fees reasonably incurred or paid at any time by JOTS because of any Event of Default by CITY as to any stipulation, agreement, and covenant of this Agreement, resulting in any suit or proceeding at law or in equity to which JOTS shall become a party.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF JOTS. JOTS makes the following representations and warranties:

2.1 JOTS has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.

2.2 JOTS is a Minnesota corporation and a wholly owned subsidiary of Hormel Foods Corporation, a Delaware corporation, and has full power and authority to enter into this Agreement and carry out the covenants contained herein.

2.3 JOTS will use the Real Property in accordance with (1) the terms of this Agreement, (2) the terms of separate development and business subsidy agreements as required by Minnesota law, (3) the specific site and building plans it will be required to submit to CITY and any zoning approvals it is required to secure under City Ordinance No. 1060, and (4) all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

2.4 JOTS has not received any written notice or other communication from any local,

state or federal official that the activities of JOTS or CITY with respect to the Project may or will be in violation of any environmental law or regulation. As of the Effective Date, JOTS is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Project, which would give any person a valid claim under the Minnesota Environmental Rights Act.

2.5 The construction of the Project would not be undertaken by JOTS, and in the opinion of JOTS would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to JOTS provided for in this Agreement.

2.6 Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which JOTS is now a party or by which it is bound, or constitutes a default under any of the foregoing.

2.7 JOTS will reasonably cooperate with CITY with respect to any litigation commenced by a third party against the City of Willmar with respect to the Real Property, provided that in no event shall JOTS be obligated to (i) incur any cost or expense in connection with such cooperation or litigation, (ii) participate in any litigation that in JOTS's opinion may result in a conflict of interest for JOTS or its affiliates, or (iii) waive any defense, claim or cause of action JOTS may have or which may arise with respect to such third party, the litigation or the subject matter thereof.

2.8 JOTS agrees to pay the total amount of any costs, charges, expenses and attorneys fees reasonably incurred or paid at any time by CITY because of any Event of Default by JOTS as to any stipulation, agreement, and covenant of this Agreement, resulting in any suit or proceeding at law or in equity to which CITY shall become a party.

2.9 JOTS will reasonably cooperate with CITY in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

2.10 JOTS will cause construction of the Phase I Project to commence on or before August 1, 2014, and barring unavoidable delays, the Phase I Project will be substantially completed by January 1, 2016.

2.11 JOTS will reasonably cooperate with CITY as necessary to satisfy the requirements of the Business Subsidy Act, including entering into Business Subsidy Agreement(s) as required by Minnesota Statutes, Section 116J.994, subdivision 3 and Development Agreement as may be required by Minnesota Statutes, Sections 469.174 through 469.1794, if applicable to the Project or any portion or component thereof.

ARTICLE 3. AGREEMENT FOR SALE AND PURCHASE OF PHASE I REAL PROPERTY.

3.1 Sale of Phase I Real Property. Subject to the terms and conditions hereof, CITY agrees to sell to JOTS, and JOTS agrees to purchase from CITY, for the amounts and on the terms provided in this Agreement, all CITY's right, title and interest in and to the Phase I Real Property, including any easements and rights benefiting or appurtenant to the Phase I Real Property and improvements including any right, title or interest in the bed of any street, road, highway, alley or other public way adjoining the Phase I Real Property.

3.2 Purchase Price and Manner of Payment. The total purchase price to be paid by JOTS to CITY for the Phase I Real Property shall be \$238,072.00, payable as follows:

3.2.1 \$1.00 and other good and valuable consideration as earnest money on the Effective Date; and

3.2.2 \$238,071.00 cash, on the earlier occurrence of the following (1) the expiration of ten years after the date of closing pursuant to Section 3.3; or (2) the completion of the Project.

3.2.3 At the time payment becomes due under Section 3.2.2, CITY shall apply its Land Pricing Write-Down Policy attached as Exhibit C and any applicable terms of the Phase I Business Subsidy Agreement and/or Phase I Development Agreement under Sections 3.4.1 and 3.4.2 to reduce the purchase price by the following amounts:

3.2.3.1 \$10,000.00 for each job actually added to the City of Willmar by JOTS that is directly attributable to the Phase I Project; and

3.2.3.2 \$25,000.00 for each million dollars of estimated taxable market value increase determined by the City Assessor to have resulted directly from the Phase I Project.

3.2.3.3 Any credits for which JOTS qualifies under CITY's Land Pricing Write-Down Policy attached as Exhibit C and the terms of the Phase I Business Subsidy Agreement and Phase I Development Agreement under Sections 3.4.1 and 3.4.2 at the time the purchase price becomes due under Section 3.2.2 in excess of the total purchase price shall be applied as a credit to any JOTS purchase of the Phase II Real Property during the term of the Right of First Refusal for that property granted to JOTS in Article 4 below.

3.3 Closing and Possession. The closing of the purchase and sale contemplated by this Article shall occur on a date mutually acceptable to JOTS and CITY, which date shall be on a business day, but no later than July 1, 2014 (such date, the "Closing Date"). CITY agrees to deliver possession not later than the date of closing provided that all the conditions of this Agreement have been complied with. The closing shall take place at Willmar City Hall, 333 6th Street Southwest, Willmar, MN 56201, unless an alternate location is agreed to by the Parties.

3.4 Conditions Precedent. CITY's obligation to sell the Phase I Real Property to JOTS shall be conditioned on the following:

3.4.1 At closing JOTS shall enter into a Business Subsidy Agreement with CITY pursuant to the requirements of Minnesota Statutes, Section 116J.994, subdivision 3 with respect to CITY's conveyance of the Phase I Property to JOTS, in form and substance acceptable to the Parties (the "Phase I Business Subsidy Agreement").

3.4.2 At closing JOTS shall enter into a development agreement as may be required by Minnesota Statutes, Section 469.1794, if applicable to the Phase I Project, in form and substance acceptable to the Parties (the "Phase I Development Agreement").

3.4.3 The Willmar City Council shall pass an ordinance authorizing the sale of the Phase I Real Property to JOTS consistent with the terms of this Agreement as required by Section 2.12, subdivision 1(G) of CITY's Home Rule Charter.

3.4.4 On or before the Closing Date, JOTS's schematics for the Phase I Project shall have been approved in writing by CITY. The schematics shall be such as will enable the CITY to determine with reasonable certainty that the project is or will be in compliance with the law and will, if carried out, provide for the intended use.

3.4.5 Each of JOTS's representations and warranties set forth in the Agreement shall be true and correct as if the same were made on the Closing Date.

3.4.6 JOTS shall have performed all of its obligations required to be performed by JOTS under this Agreement as and when required under this Agreement.

3.5 Sale Subject to Covenants, Conditions and Restrictions. The sale of the Phase I Real Property shall be subject to the following covenants, conditions, and restrictions which shall be incorporated in any quit claim deed delivered by CITY to JOTS:

3.5.1 The Phase I Real Property herein transferred shall be devoted to the following use: Industrial.

3.5.2 The Phase I Real Property shall be devoted to such use by JOTS in accordance with the provisions of the quit claim deed.

3.5.3 JOTS shall, within one year from the date of the quit claim deed, devote the Phase I Real Property to its intended use, or shall commence work on the Phase I Project and shall continue to devote the Phase I Real Property to its intended use for a period of ten years from the date of the closing on JOTS's purchase of the Phase I Real Property; if JOTS fails to commence work on the Phase I Project within one year of the date of closing, title to the real estate shall revert to CITY, and, in that event, JOTS shall promptly offer a deed to the real estate to CITY, who will then, if the deed is accepted by CITY, refund to JOTS any sums actually paid to CITY by JOTS to purchase the Phase I Real Property without interest less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, CITY may, at its option, consider an extension of time for good cause shown by JOTS. In the event an extension is granted,

it (a) shall be to a date certain, (b) may be conditioned by CITY to protect the public interest, and (c) during the period JOTS shall not transfer title to the Phase I Real Property without the express written consent of CITY. After JOTS has devoted the Phase I Real Property to its intended use in accordance with the plans and specifications for the development of the real estate submitted to the CITY, CITY shall provide JOTS with a certificate of compliance/completion in recordable form within 30 days from the determination thereof by CITY.

3.5.4 Except as otherwise provided in the Phase I Deed, JOTS shall not transfer title to the Phase I Real Property within ten years after the date of the Phase I Deed without the express written consent of CITY. Notwithstanding the foregoing, JOTS shall have the right, without the consent of CITY, to transfer the Phase I Real Property to an entity controlling, controlled by, or under common control with JOTS.

3.5.5 Any transfer of title to the Phase I Real Property made pursuant to the provisions of Section 3.5.4 hereof requiring CITY's consent shall be made only to a party who demonstrates to the satisfaction CITY that such party has the ability to perform in place of JOTS.

3.6 City's Representations and Warranties. CITY makes the following representations and warranties with specific respect to the sale of the Phase I Real Property to JOTS, as follows:

3.6.1 Title to the Phase I Real Property. CITY has good and marketable title to all of the Phase I Real Property and has not caused the Phase I Real Property to become encumbered beyond those encumbrances of record at the Kandiyohi County Recorder's Office.

3.6.2 No Conflict or Breach. The sale of the Phase I Real Property to JOTS, the consummation of the transactions contemplated by this Article, and the performance by CITY of the covenants, warranties, and obligations to be performed by it under this Article will not conflict with, result in the breach of any term or provision of, any indenture, mortgage, deed of trust, or other agreement, instrument, undertaking, understanding, decree, order, stipulation, or consent to which CITY is a party or by which CITY is bound.

3.6.3 The Accuracy of CITY's Representations and Warranties. No representation or warranty made by CITY and no documents or other information furnished or to be furnished to JOTS by or on behalf of CITY pursuant to this Article contains or shall contain any untrue statement of material fact, or omits or shall omit any material fact necessary to make the statement contained therein not misleading. Further, CITY's representations and warranties are true and accurate as of the effective date of this Agreement, and will be true and accurate continuously through the Closing Date.

3.6.4 Wells and Individual Sewage Treatment Systems. CITY certifies that CITY does not know of any wells, above or below ground storage tanks or individual

sewage treatment systems on or serving the Phase I Real Property.

3.6.5 Street Vacation. No portion of the Phase I Real Property lies within the bed of any street, road or alley, open or proposed. Any public right of way within the Phase I Real Property has been vacated, effective upon the opening of the New Willmar Avenue adjacent to the Phase I Real Property to the east.

3.7 JOTS's Conditions Precedent. JOTS's obligations under this Agreement are contingent upon JOTS's satisfaction on or before the Closing Date with each of the following:

3.7.1 JOTS shall have determined that it is satisfied with the forms of the Phase I Business Subsidy Agreement, the Phase I Development Agreement and any other infrastructure development or financing agreements related to the Project, including without limitation, any tax increment financing (TIF) or similar agreements, and that such agreements will be executed and delivered with the Phase I Deed.

3.7.2 The New Willmar Avenue adjacent to the Phase I Real Property to the east shall be open to the public.

3.7.3 JOTS shall have determined that it is satisfied with the matters and conditions disclosed by reports, investigations and tests received or performed by JOTS and that the governmental approvals, financing and feasibility and all other matters relating to JOTS's intended use of the Phase I Real Property.

3.7.4 Title Company shall be irrevocably committed to issue to JOTS an owner's policy of title insurance pursuant to the Title Commitment with respect to the Phase I Real Property and any appurtenant easements and otherwise in a form acceptable to JOTS ("Title Policy").

3.7.5 Each of CITY's representations and warranties set forth in the Agreement shall be true and correct as if the same were made on the Closing Date.

3.7.6 CITY shall have performed all of its obligations required to be performed by CITY under this Agreement as and when required under this Agreement.

Each of the foregoing conditions precedent is stated for the sole benefit of JOTS. JOTS shall have the right to waive any one or more of the foregoing conditions upon notice to CITY.

3.8 Purchase As-Is. The Phase I Real Property is being sold in an "as is" and with "all faults" condition. JOTS's acceptance of title to the Phase I Real Property shall represent JOTS's acknowledgment and agreement that, except as expressly set forth in this Agreement and in the closing documents delivered by City: (i) CITY has not made any written or oral representation or warranty of any kind with respect to the Phase I Real Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) JOTS has not relied on any written or oral representation or warranty made by CITY, its agents or employees with respect to the condition or value of the Phase I Real Property, (iii) JOTS will

have had, at closing, an adequate opportunity to inspect the condition of the Phase I Real Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and JOTS will rely solely on such inspection and testing, and (iv) the condition of the Phase I Real Property is fit for JOTS's intended use. JOTS agrees to hold CITY harmless from and against any Claims (including without limitation all Claims under any Environmental Law and all Claims arising on or after the Closing Date at common law, in equity or under a federal, state or local statute, rule or regulation) known or unknown, resulting from or relating to the condition of the Phase I Real Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Phase I Real Property, whether such Hazardous Substance is located on or under the Phase I Real Property, or has migrated or will migrate from the Phase I Real Property. For purposes of this Section, the following terms have the following meanings:

3.8.1 "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §9601 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §1201 *et seq.*, the Clean Water Act, 33 U.S.C. §1321 *et seq.*, the Clean Air Act, 42 U.S.C. §7401 *et seq.*, the Toxic Substances Control Act, 33 U.S.C. §1251 *et seq.*, all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

3.8.2 "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law; and

3.8.3 "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any reasonable attorney's fees, consultant's fees, actual costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

3.9 Prorations. Real estate taxes and special assessments due and payable in the year 2014 shall be prorated to the date of closing with CITY paying those amounts allocable to periods prior to closing, and JOTS paying those amounts allocable to the Closing Date and thereafter.

3.10 Title Examination.

3.10.1 The Delivery of the Title Commitment. JOTS may obtain, at its option and expense, a commitment for an owner's policy of title insurance. JOTS shall pay all costs associated with obtaining title insurance including, but not limited to, updating of

the abstract or obtaining a new abstract of title for the Phase I Real Property, title insurance premiums and title examination fees (hereinafter the "Title Commitment"), issued by a Title Insurance Company authorized to do business in the State of Minnesota and approved by JOTS (hereinafter the "Title Company"). The Title Commitment shall be based upon the description of the Phase I Real Property provided herein and shall show fee title in CITY, subject only to the permitted encumbrances waived in writing by JOTS, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such other matters as JOTS may request.

3.10.2 The Making and Curing of Title Objections. JOTS shall be allowed twenty (20) days after receipt of the Title Commitment, if applicable, in which to make objections to the content of the Commitment, said objections to be made in writing ("Objections"). JOTS's failure to make Objections within such time period will constitute waiver of objections. CITY will have 60 days after receiving the Objections to cure the Objections, during which period the closing of the Phase I Property will be postponed as necessary. CITY will use reasonable efforts to correct any Objections.

3.10.3 The Consequences of Failing to Cure Title Objections. If said Objections are not remedied within 60 days from the date of CITY's receipt of said Objections, then JOTS shall have the following two alternatives:

3.10.3.1 JOTS may accept title to said Property subject to said objections; or

3.10.3.2 JOTS may declare this entire transaction to be null and void.

If JOTS declares this transaction to be null and void pursuant to this paragraph, all earnest money paid by JOTS to CITY shall be immediately refunded by CITY to JOTS.

3.11 Quit Claim Deed. CITY shall execute and deliver a Quit Claim Deed to JOTS in a form substantially consistent with the quitclaim deed attached hereto as Exhibit E (the "Phase I Deed"), a transferor's certification stating that CITY is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code, and a title affidavit in form acceptable to the Title Company to issue JOTS's Title Policy.

3.12 Closing Costs. JOTS shall pay the recording fees for the Phase I Deed. JOTS shall pay the state deed tax for CITY's Quit Claim deed. All other fees and charges related to closing, including those relating to obtaining and filing of instruments required to make title marketable, shall be paid by JOTS. Nothing herein shall be construed to require JOTS to assume financial responsibility for satisfying any liens or otherwise curing any underlying title defects.

3.13 Transaction Fees. Pursuant to CITY's Industrial Land Pricing Write-Down Policy, JOTS shall be responsible for reimbursing CITY for any and all real estate commissions and legal/administrative costs incurred by CITY in facilitating the sale of the Phase I Real Property pursuant to this Article.

3.14 Diligence. JOTS shall have the right to enter upon the Phase I Real Property at reasonable times following notice to CITY for surveying, conducting an environmental inspection and assessment to detect hazardous toxic substances, and for other reasonable purposes related to this transaction.

ARTICLE 4. RIGHT OF FIRST REFUSAL TO PURCHASE PHASE II REAL PROPERTY. For one dollar (\$1.00) and other good and valuable consideration, CITY hereby gives and grants to JOTS a first right to purchase the Phase II Real Property pursuant to the following terms and conditions of this Article (the "Right of First Refusal"):

4.1 Term and Expiration. JOTS's Right of First Refusal shall expire ten years after the Effective Date ("Expiration Date").

4.2 Notice of Offer. In the event that CITY shall desire to sell the Phase II Real Property pursuant to any bona fide offer received from or tendered to a third party prior to the Expiration Date, it shall promptly thereafter notify JOTS of such offer in writing ("CITY Notice") in the manner required by Section 7.19. The CITY Notice shall include a copy of the purchase agreement by and between CITY and the proposed purchaser.

4.3 Consideration of Offer. JOTS shall have 30 days (excluding weekends and holidays) from and after receipt of the CITY Notice to exercise its Right of First Refusal ("Response Period").

4.4 Right of First Refusal Declined. If JOTS shall either give written notice of intent not to exercise its Right of First Refusal or shall give no notice within the Response Period, CITY may accept the bona fide offer and proceed with the sale thereunder on the terms and conditions set forth in the CITY Notice without further obligation under this Agreement to JOTS unless the purchase agreement entered into with the bona fide purchaser is subsequently amended or modified in any material respect (as hereafter defined) or fails to close within 120 days of the date set forth in the CITY Notice, in which case JOTS's Right of First Refusal shall again be invoked pursuant to the provisions stated in this Article, the same as if said proposed amendment or modification was the initial offer. An amendment or modification to the purchase agreement of a bona fide purchaser, other than JOTS, shall be deemed to be material if it reduces the purchase price or extends the time for any payment of the purchase price (except for an extension of the date for closing the purchase).

4.5 Right of First Refusal Exercised. If JOTS notifies CITY in writing that it elects to purchase the Phase II Real Property pursuant to its Right of First Refusal within the Response Period, the Parties shall enter into a contract of purchase and sale forthwith in a form consistent with the Minnesota Standard Form Vacant Land Purchase Agreement or such other form as required by CITY and acceptable to JOTS including the terms and provisions set forth herein (the "Phase II Purchase Agreement"). Such contract for purchase shall provide, among other things, for the conveyance of title to the Phase II Real Property by Quit Claim Deed in form and content mutually acceptable to CITY and JOTS and consistent with the terms and conditions herein (the "Phase II Deed"), and shall establish a deferred payment period for JOTS's payment of some

portion of the purchase price specified in Section 4.5.1. Written notice of election to purchase the Phase II Real Property shall be given by JOTS to CITY in the manner required by Section 7.19.

4.5.1 Purchase Price. The purchase price for the Phase II Real Property shall be the amount of the bona fide offer stated in the CITY Notice or \$1,435,852.00, whichever is greater, subject to application of CITY's Land Pricing Write-Down Policy attached as Exhibit C, and any applicable terms of the Phase II Business Subsidy Agreement and/or Phase II Development Agreement under Sections 4.5.2.2 and 4.5.2.3 to reduce the purchase price by the following:

4.5.1.1 The amount of any credits due JOTS for jobs or taxable market value created as a result of the Phase I Project in excess of the purchase price for the Phase I Real Property pursuant to Section 3.2.3.3.

4.5.1.2 \$10,000.00 for each job added in the City of Willmar by JOTS that is directly attributable to the Phase II Project; and

4.5.1.3 \$25,000.00 for each million dollars of estimated taxable market value increase determined by the City Assessor to have resulted directly from the Phase II Project.

4.5.2 Conditions Precedent. CITY's obligation to sell the Phase II Real Property to JOTS shall be conditioned on the following:

4.5.2.1 A determination by CITY of the advisability of making a sale after a public hearing required by Minnesota Statutes, Section 116J.994, subdivision 5. Provided, however, following said public hearing, if CITY will not or cannot sell the Phase II Real Property to JOTS, any earnest money paid by JOTS shall be immediately returned to JOTS.

4.5.2.2 JOTS shall enter into a Business Subsidy Agreement with CITY pursuant to the requirements of Minnesota Statutes, Section 116J.994, subdivision 3 in form and substance acceptable to the Parties (the "Phase II Business Subsidy Agreement").

4.5.2.3 JOTS shall enter into a development agreement as may be required by Minnesota Statutes, Sections 469.174 through 469.1794, if applicable to the Phase II Project or any portion or component thereof, in form and substance acceptable to the Parties (the "Phase II Development Agreement").

4.5.2.4 The Willmar City Council shall pass an ordinance authorizing the sale of the Phase II Real Property to JOTS consistent with the terms of this Agreement as required by Section 2.12, subdivision 1(G) of CITY's Home Rule Charter.

4.5.2.5 Prior to the transfer of title, JOTS's schematics for the Phase II Project shall have been approved in writing by CITY. The schematics shall be such as will enable the CITY to determine with reasonable certainty that the project is or will be in compliance with the law and will, if carried out, provide for the intended use.

4.5.2.6 Each of JOTS's representations and warranties set forth in the Phase II Purchase Agreement shall be true and correct as if the same were made on the closing date set forth therein.

4.5.2.7 JOTS shall have performed all of its obligations required to be performed by JOTS under the Phase II Business Subsidy Agreement, Phase II Development Agreement, Phase II Purchase Agreement and any other agreement between CITY and JOTS with respect to the Project.

4.5.3 Sale Subject to Covenants, Conditions and Restrictions. The sale of the Phase II Real Property shall be subject to the following covenants, conditions, and restrictions which shall be incorporated in the Phase II Deed delivered by CITY to JOTS:

4.5.3.1 The Phase II Real Property herein transferred shall be devoted to the following use: Industrial.

4.5.3.2 The Phase II Real Property shall be devoted to such use by JOTS in accordance with the provisions of the Phase II Deed.

4.5.3.3 JOTS shall, within one year from the date of the quit claim deed, devote the Phase II Real Property to its intended use, or shall commence work on the Phase II Project and shall continue to devote the Phase II Real Property to its intended use for a period of five years from the date of the closing on JOTS's purchase of the Phase II Real Property; if JOTS fails to commence work on the Phase II Project within one year of the date of closing, title to the real estate shall revert to CITY, and, in that event, JOTS shall promptly offer a deed to the real estate to CITY, who will then, if the deed is accepted by CITY, refund to JOTS the purchase price without interest less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, CITY may, at its option, consider an extension of time for good cause shown by JOTS. In the event an extension is granted, it (a) shall be to a date certain, (b) may be conditioned by CITY to protect the public interest, and (c) during the period JOTS shall not transfer title to the Phase II Real Property without the express written consent of CITY. After JOTS has devoted the Phase II Real Property to its intended use in accordance with the plans and specifications for the development of the real estate submitted to the CITY, CITY shall provide JOTS with a certificate of compliance/completion in recordable form within 30 days from the determination thereof by CITY.

4.5.3.4 Except as otherwise provided in the Phase II Deed, JOTS shall not

transfer title to Phase II Real Property within five years after the date of the Phase II Deed without the express written consent of CITY. Notwithstanding the foregoing, JOTS shall have the right, without the consent of CITY, to transfer title to the Phase II Real Property to an entity controlling, controlled by, or under common control with JOTS.

4.5.3.5 Any transfer of title to the Phase II Real Property made pursuant to the provisions of Section 4.5.3.4 hereof requiring CITY's consent shall be made only to a party who demonstrates to the satisfaction CITY that such party has the ability to perform in place of JOTS.

4.5.4 Date of Closing. JOTS's notice to exercise its Right of First Refusal shall set a proposed date for the closing of the sale herein contemplated, which date shall be on a business day, and which date shall be not sooner than 30 business days nor longer than 90 business days after the service of the notice of election, unless otherwise agreed upon by the Parties in writing. The closing shall take place at Willmar City Hall, 333 6th Street Southwest, Willmar, MN 56201, unless an alternate location is agreed to by the Parties.

4.5.5 Closing Costs. JOTS shall pay the recording fees for the Phase II Deed. JOTS shall pay the state deed tax for CITY's Quit Claim deed. All other fees and charges related to closing, including those relating to obtaining and filing of instruments required to make title marketable, shall be paid by JOTS.

4.5.6 Transaction Fees. Pursuant to CITY's Industrial Land Pricing Write-Down Policy in effect on the effective date of this Agreement, JOTS shall be responsible for reimbursing CITY for any and all real estate commissions and legal/administrative costs incurred by CITY in facilitating the sale of the Phase II Real Property pursuant to this Article.

4.6 Estoppel Certificate. If JOTS elects not to exercise its Right of First Refusal as provided in this Article, or if it otherwise fails to respond to CITY's notice given pursuant to Section 4.1 above within the time period provided in Section 4.3, then in either of such instances, JOTS shall execute an "Acknowledgment, Estoppel and Certification" in a form reasonably acceptable to CITY and JOTS, which acknowledges and certifies to CITY (and to the bona fide purchaser) that the Right of First Refusal as set forth in this Article does not apply with respect to the sale of the Phase II Real Property to the bona fide purchaser, subject, however, to a closing on the sale of the Phase II Real Property to the bona fide purchaser. Such an Acknowledgment, Estoppel and Certification shall not be a condition precedent as to whether JOTS's Right of First Refusal as set forth in this Article is inapplicable, but shall simply be made available to CITY at its option and at its request.

4.7 Abstracts. Within 20 days from CITY's receipt of notice from JOTS that JOTS will exercise its Right of First Refusal regarding the Phase II Real Property, CITY shall provide JOTS with a currently updated Abstract of Title or, if the Phase II Real Property is registered, an Owner's Duplicate Certificate of Title and Registered Property Abstract covering the Phase II

Real Property. JOTS may obtain, at its option and expense, a commitment for an owner's policy of title insurance (hereinafter the "Phase II Title Commitment") issued by a Title Company. JOTS shall have 20 days after receipt of the updated abstract to examine the title and notify CITY in writing of any title objections or issues of title that need resolution ("Phase II Objections"). Failure to deliver an abstract within the time specified herein shall not void this Agreement or otherwise preclude JOTS from demanding an abstract, electing to purchase the Phase II Real Property or completing such purchase.

4.8 Title Corrections. JOTS's failure to make Phase II Objections within such time period will constitute waiver of objections. CITY will have 60 days after receiving the Phase II Objections to cure the Phase II Objections, during which period the closing on purchase of the Phase II Real Property will be postponed as necessary. CITY will use reasonable efforts to correct any Phase II Objections. If the Phase II Objections are not cured within such 60 day period, JOTS will have the option to 1) terminate the purchase; or 2) waive the Phase II Objections and complete the purchase.

4.9 Quit Claim Deed. CITY shall execute and deliver the Phase II Deed to JOTS pursuant to the terms and conditions herein and the Phase II Purchase Agreement.

4.10 Real Estate Taxes and Special Assessments. CITY warrants that there are no delinquent real estate taxes or levied assessments on the Phase II Real Property. The full amount of current real estate taxes due in the year the deed is dated shall be prorated to the date of closing by the Parties.

4.11 Condition of the Phase II Real Property. CITY shall not transfer or encumber any interest in the Phase II Real Property during the term of this Agreement or prior to conveyance to JOTS, except that CITY may lease the Phase II Real Property, provided that any such lease is terminable on 90 days' notice in the event of exercise of the Right of First Refusal. CITY shall remove all rubbish or trash from the Phase II Real Property prior to conveyance and shall prevent and refrain from any use of the Phase II Real Property for any purpose or in any manner which would diminish value or adversely affect JOTS's intended use of the Phase II Real Property for industrial purposes.

4.12 Right of Entry and Inspection. If JOTS exercises its Right of First Refusal, JOTS shall have the right to enter upon the Phase II Real Property at reasonable times following notice to CITY for surveying, conducting an environmental inspection and assessment to detect hazardous or toxic substances, and for other reasonable purposes related to this transaction.

4.13 JOTS's Conditions Precedent. JOTS's obligations under the Phase II Purchase Agreement shall be contingent upon JOTS's satisfaction on or before the closing date set forth therein with each of the following:

4.13.1 JOTS shall have determined that it is satisfied with the matters and conditions disclosed by reports, investigations and tests received or performed by JOTS and that the governmental approvals, financing and feasibility and all other matters relating to JOTS's intended use of the Phase II Real Property.

4.13.2 Title Company shall be irrevocably committed to issue JOTS an owner's policy of title insurance pursuant to the Phase II Commitment with respect to the Phase II Real Property and any appurtenant easements and otherwise in form acceptable to JOTS.

4.13.3 Each of CITY's representations and warranties set forth in the Phase II Purchase Agreement shall be true and correct as if the same were made on the closing date set forth therein.

4.13.4 JOTS shall have determined that it is satisfied with the forms of the Phase II Business Subsidy Agreement, the Phase II Development Agreement and any other infrastructure development or financing agreements related to the Project, including without limitation, any tax increment financing (TIF) or similar agreements, and that such agreements will be executed and delivered with the Phase II Deed.

Each of the foregoing conditions precedent is stated for the sole benefit of JOTS. JOTS shall have the right to waive any one or more of the foregoing conditions upon notice to CITY.

4.14 Memorandum of Right of First Refusal. JOTS shall have the right to file in the public records a memorandum of the Right of First Refusal granted in this Agreement, at JOTS's cost and expense. CITY shall reasonably cooperate with JOTS in the execution, delivery and filing of such a memorandum in a form mutually agreeable to the Parties.

4.15 Survival. The terms and conditions of this Agreement shall survive the Closing of JOTS's purchase of the Phase I Real Property.

ARTICLE 5. INDEMNIFICATION OF CITY.

5.1 From and after the Closing Date, JOTS releases from and covenants and agrees that CITY, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Article, collectively the "Indemnified Parties") shall not be personally liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring on or resulting from any defect in the Project or on the Phase I Real Property, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

5.2 Except for any gross negligence or intentional misconduct of the Indemnified Parties, JOTS agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or omissions of JOTS taken or obligated to be taken (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by CITY in this Agreement or to any actions undertaken by CITY that are not contemplated by this

Agreement.

5.3 All covenants, stipulations, promises, agreements and obligations of CITY contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of CITY and not of any governing body member, officer, agent, servant or employee of CITY, as the case may be.

ARTICLE 6. TERMINATION. This Agreement shall remain in effect until such time as the later of (1) the purchase price for the Phase I Real Property becomes due under Section 3.2.2; (2) the latest reversion of the Phase I Real Property or Phase II Real Property to CITY pursuant to the terms of the Phase I Deed or Phase II Deed, if applicable, or (3) the Expiration Date.

6.1 Termination by JOTS. At any time before the Closing Date on its purchase of the Phase I Real Property, JOTS may terminate this Agreement by providing 60 days written notice to CITY.

6.2 Termination by CITY. If each of the conditions precedent to closing on JOTS's purchase of the Phase I Real Property under Section 3.4 have not been satisfied on or before January 1, 2015, or if after closing on JOTS's purchase of the Phase I Real Property the Phase I Real Property reverts to CITY pursuant to the terms of the Phase I Deed provided for in Section 3.11, or if JOTS otherwise defaults on a material obligation under this Agreement or any Business Subsidy Agreement as required by Minnesota Statutes, Section 116J.994, subdivision 3 or Development Agreement as may be required by Minnesota Statutes, Sections 469.174 through 469.1794, if applicable to the Project or any portion or component thereof, CITY may terminate this Agreement by providing 60 days written notice to JOTS. If JOTS then fails to satisfy the conditions precedent to closing or otherwise cure any material default on JOTS's purchase of the Phase I Real Property or any Business Subsidy or Development Agreement within such 60 day notice period, this Agreement will terminate.

6.3 Effect of Termination. If this Agreement is terminated pursuant to this Article, this Agreement shall be from such date forward null and void and of no further effect and CITY shall have no liability to JOTS; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination.

ARTICLE 7. GENERAL PROVISIONS.

7.1 Binding Effect. This Agreement binds and benefits the Parties and their successors and assigns.

7.2 Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

7.3 Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it unless expressly stated herein; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

7.4 Assignment. This Agreement may not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, JOTS shall have the right, without the consent of CITY, to assign this Agreement to an entity controlling, controlled by, or under common control with JOTS.

7.5 Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and JOTS.

7.6 Cumulative Remedies. The Parties agree that in the event of a breach of this Agreement, the party adversely affected by the breach shall not be required to elect a single remedy. Instead, that party shall be entitled to pursue any and all available legal and/or equitable remedies, including but not necessarily limited to injunctive relief, specific performance, and the recovery of money damages. The Parties agree that the specific mention of certain remedies in this Agreement shall not in any way prevent the Parties from pursuing any other remedies available to them that may not have been specifically mentioned in this Agreement.

7.7 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, JOTS agrees that CITY, State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of JOTS and involve transactions relating to this Agreement. JOTS agrees to maintain these records for a period of six years from the date of termination of this Agreement.

7.8 Data Practices. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

7.9 Compliance with Laws. JOTS shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which JOTS is responsible.

7.10 Interest by CITY Officials. No elected official, officer, or employee of CITY shall, during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

7.11 Governing Law. This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or

conflict of laws principles.

7.12 No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

7.13 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

7.14 Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

7.15 Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party, and any undischarged obligations of CITY and JOTS arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration for a period of one year.

7.16 Execution. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

7.17 Other Documents. Each party to this Agreement agrees, both at the closings of the sales of the Real Property provided for herein and after such closings, to execute such other documents as may be reasonably requested by the other party in order to complete the real estate transactions contemplated by this Agreement.

7.18 Recitals. The recitals to this Agreement are made a part hereof and incorporated herein by reference.

7.19 Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to CITY by delivering it personally to the City Administrator of CITY; or if it is directed to JOTS, by delivering it personally to an officer of JOTS; or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile, copy followed by mailed notice as above required; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to CITY: City Administrator
City of Willmar
333 6th Street Southwest
Willmar, MN 56201

If to JOTS: Jennie-O Turkey Store, Inc.
2505 Willmar Avenue Southwest
Willmar, MN 56201
Attn: President

With copy to: Hormel Foods Corporation
1 Hormel Place
Austin, Minnesota 55912
Attention: General Counsel

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, ten days prior to the effective date of such change.

7.20 Dates and Time Periods. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

[Signature pages to follow]

EXHIBIT A

Legal Description of Phase I Real Property

Outlot B and Lot 1, Block 5, Willmar Industrial Park Third
Addition, City of Willmar, Kandiyohi County, Minnesota

[subject to confirmation by Title Company]

EXHIBIT B

Legal Description of Phase II Real Property

Lot 1, Block 3, Willmar Industrial Park Third Addition, City of
Willmar, Kandiyohi County, Minnesota

[subject to confirmation by Title Company]

EXHIBIT C

CITY OF WILLMAR INDUSTRIAL LAND PRICING WRITE-DOWN POLICY

Willmar Industrial Land Pricing Write-Down Policy

1. **Purpose**
The purpose of the land write-down policy is to stimulate and assist economic development projects by reducing the sale price of City-owned (industrial) properties, based on an established formula of price credits for job creation and tax base enhancement.
2. **Impacted Properties**
This policy shall apply to the sale of any and all City-owned industrial properties. These properties will most likely be located in one of the phases of the Willmar Industrial Park.
3. **Qualifying Buyers/Projects**
To be eligible for a land write-down, a qualifying business shall be either a permitted or conditional use as listed in the appropriate zoning district of the Willmar Zoning Ordinance. Any approval of a land write-down shall be conditioned on land use approval.
4. **Calculating the Write-Down**
Any land write-down shall use as its basis the asking/listing price for the property as calculated and offered by the City.
 - A. **Employment credit:** A qualifying project shall be credited \$10,000 off the listing price per job created. Job creation goals shall be stated and included in a formal agreement between the buyer and the City.
 - B. **Tax base credit:** A qualifying project shall be credited \$25,000 off the listing price per million dollars of estimated market value created as determined by the office of the City Assessor. Tax base creation goals shall be stated and included in a formal agreement between the buyer and the City.

In no instance shall the amount of the land write-down credited to the buyer exceed the stated price of the property being acquired.
5. **Relationship to Minnesota Statutes**
Any land write-down shall be authorized by and in full compliance with applicable Minnesota Statutes, including but not limited to Minn. Stat. Chs. 169 and 116J.
6. **Land Write Down/Business Subsidy Process Costs**
The buyer/write-down recipient shall be responsible for payment of all real estate commissions and legal/administrative costs incurred by the City in the transaction.

EXHIBIT D

CITY OF WILLMAR BUSINESS SUBSIDY POLICY

City of Willmar Business Subsidy Policy

This Policy is adopted for purposes of the business subsidies act (the "Act"), which is Minnesota Statutes, Section 116J.993 through 116J.995. Terms used in this Policy are intended to have the same meanings as used in the Act, and this Policy shall apply only with respect to subsidies granted under the Act if and to the extent required thereby.

While it is recognized that the creation of good paying jobs is a desirable goal which benefits the Willmar community, it must also be recognized that not all projects assisted with subsidies derive their public purposes and importance solely by virtue of job creation. In addition, the imposition of high job creation requirements and high wage levels may be unrealistic and counter-productive in the face of larger economic forces and the financial and competitive circumstances of an individual business.

The granting of subsidies shall be guided by the following principles and criteria:

1. Each project shall be evaluated based on its perceived importance and benefit to the community from all perspectives deemed relevant, including created or retained employment positions, where applicable.
2. The Act now provides that, after public hearing thereon, if the creation or retention of jobs is determined not to be a goal of a business subsidy, the wage and job goals may be set at zero. Where creation or retention of jobs is a goal, the specific number of jobs to be created or retained shall be stated in the subsidy agreement. Where creation of new jobs is required, those jobs shall have a wage floor of \$12.00 per hour.
3. The specific minimum requirements under Section 116J.994, Subdivision 2, of the Act that a recipient must meet in return for the business subsidy shall be, where applicable:
 1. The retention of existing jobs,
 2. The creation of the specified number of new jobs at or exceeding the wage floor, and/or
 - Where the subsidy relates to the acquisition of personal property or the acquisition and/or physical development of real property, the substantial completion of the acquisition or development thereof.
 - Where applicable, the foregoing shall also be the stated measurable, specific and tangible goals for the subsidy under the related subsidy agreement, as provided in Section 116J.994, Subdivision 3(3), of the Act.

4. It is recognized that a particular project which does not include as a goal the creation or retention of jobs may nonetheless be worthy of support and subsidy in respect of other perceived benefits.
5. In cases where the objective is the retention of existing jobs, the recipient of the subsidy shall be required to provide reasonably specific and demonstrable evidence of the job loss, absent the subsidy.
6. Subject to the wage floor, where applicable, the setting of wage and job goals must be sensitive to prevailing wage rates, local economic conditions, external economic forces over which neither the grantor nor the recipient of the subsidy has control, the individual financial resources of the recipient and the competitive environment in which the recipient's business exists.
7. Because it is not possible to anticipate every type of project which may in its context and time present desirable community building or preservation goals and objectives, the governing body must retain the right in its discretion to approve projects and subsidies which may vary from the principles and criteria of this Policy, as may be permitted by but subject to the procedural and other requirements of the Act.
8. As provided in the Act, deviations from the criteria of this Policy are permitted by documenting in writing the reasons for the deviation and attaching a copy of the document to the next annual report to the Minnesota Department of Employment and Economic Development (DEED).
9. The terms of this policy, including the setting of the wage floor, shall be reviewed on a bi-annual basis.

This Policy is intended to conform to the requirements of the Act, including the year 2000 amendments thereto. A copy of this Policy (and any amendments hereto) shall be submitted along with the first annual report to DEED following its adoption.

Adopted by: The City Council of the City of Willmar, Minnesota
Date of Adoption: March 15, 2004
Date of Public Hearing: March 15, 2004

Wage floor amended to \$11.00 per hour as per Council action on April 16, 2007
Wage floor amended to \$12.00 per hour as per Council action on May 6, 2013

EXHIBIT E

QUITCLAIM DEED CONVEYING PHASE I REAL PROPERTY

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

DEED TAX DUE: \$785.64

DATE: _____, 2014

FOR VALUABLE CONSIDERATION, the City of Willmar, Minnesota, a Minnesota municipal corporation (“**Grantor**”), hereby conveys and quitclaims to Jennie-O Turkey Store, Inc., a Minnesota corporation (“**Grantee**”), real property in Kandiyohi County, Minnesota, legally described as follows:

Outlot B and Lot 1, Block 5, Willmar Industrial Park Third
Addition, City of Willmar, Kandiyohi County, Minnesota
[subject to confirmation by Title Company]

together with all hereditaments and appurtenances belonging thereto (the “Real Property”), subject to the following restrictions, covenants, and conditions:

1. The Real Property herein transferred shall be devoted to the following use: Industrial.
2. The Real Property shall be devoted to such use by the Grantee in accordance with the provisions of this Deed.
3. The Real Property shall be devoted to such use by Grantee in accordance with the provisions of this instrument for a period of ten years from the date of this instrument.
4. Grantee shall, within one year from the date of this instrument, commence work on the improvements required to devote the Real Property to its intended use. If Grantee fails to satisfy this condition, Grantor shall have the right to re-enter the Real Property, and cause Grantee to forfeit its interest in the Real Property to Grantor.
5. Grantee shall not transfer title to the Real Property within ten years after the date of this instrument without the express written consent of Grantor. Notwithstanding the foregoing, Grantee shall have the right, without the consent of Grantor, to transfer title to

the Real Property to an entity controlling, controlled by, or under common control with Grantee.

6. Any transfer of title to the Real Property made pursuant to the provisions of paragraph 5 hereof requiring Grantor's consent shall be made only to a party who demonstrates to the satisfaction of the Grantor that such party has the ability to perform in place of the Grantee.
7. All of the covenants, conditions and restrictions stated herein relative to the use of the Real Property are covenants running with the land.

The Grantor certifies that the Grantor does not know of any wells on the Real Property.

Grantor

The City of Willmar, Minnesota

By: _____
Frank Yanish, Its Mayor

By: _____
Charlene Stevens, Its City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF KANDIYOHI)

This instrument was acknowledged before me on _____, 2014, by Frank Yanish, the Mayor, and by Charlene Stevens, the City Administrator of the City of Willmar, Minnesota.

(Notary Seal)

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Robert T. Scott
Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

TAX STATEMENTS FOR THE REAL
PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

Jennie-O Turkey Store, Inc.
2505 Willmar Avenue Southwest
Willmar, MN 56201

FINANCE COMMITTEE

MINUTES

The Finance Committee of the Willmar City Council met on Monday, March 31, 2014, in Conference Room No. 1 at the City Office Building.

Present:	Denis Anderson	.....	Chair
	Tim Johnson	.....	Vice-Chair
	Rick Fagerlie	.....	Member
	Audrey Nelsen	.....	Member

Others present: City Administrator Charlene Stevens, Finance Director Steve Okins, City Clerk Kevin Halliday, Community Education and Recreation Director Steve Brisendine, Bob Mathiasen, Robbins Island Amphitheater Fund Raising Chair, Mayor Frank Yanish, Council Member Jim Dokken, "West Central Tribune" David Little, and Accounting Supervisor Carol Cunningham.

Item No. 1 Call to Order

The meeting was called to order by Chair Anderson at 4:45 p.m.

Item No. 2 Public Comments

There were no comments from the public.

Item No. 3 Amphitheater Naming Rights (Motion)

Staff explained that the amphitheater proposed to be constructed at Robbins Island Park is being spearheaded by private citizens and introduced Bob Mathiasen, Community Fund Raising Chair, who presented an update to the Committee on the project progress and naming rights requirements. The cost to construct the amphitheater is estimated at \$350,000 to be funded through grants, naming rights donations, and business/individual donations. Council support is needed for utilizing naming rights donations as one of the fund sources. Mr. Mathiasen also requested Council approval to allow donors to make payments over a period of ten years.

Council Member Johnson raised concerns about the amount the City would be underwriting and the credibility of donors making payments. Mr. Mathiasen responded that those donors making payments would be required to execute a pledge agreement.

Council Member Fagerlie also raised a concern about possible land-use restrictions that may be listed on the Robbins Island deed to the City of Willmar. Staff will research this question.

Following discussion, Council Member Nelsen made a motion to approve naming rights donations as one of the sources of funding for the amphitheater project and to support the continued fund-raising efforts for grants, naming rights donations and business/individual donations to fully fund the project. This motion further requires that a minimum of 50 percent of the total funds needed for the project be received in cash up front and an allowance of the remaining balance of these donations be secured with a pledge agreement payable over a maximum of ten years. Council Member Johnson seconded the motion which carried.

Item No. 4 Stingers Facility Lease (Resolution)

Staff explained that 2014 is the last year of the first five-year agreement with the Northwoods League and Willmar Baseball LLC for use of the Bill Taunton Stadium at Baker Diamond. A new five-year lease is being proposed effective August 25, 2014 through August 25, 2019, and has been reviewed by the City Attorney. It was noted that rents were increased by \$18,540 over the previous agreement for the five-year

period and that these rates are comparable with statewide cities of like-size. Other changes to the agreement include opening the concessions one-half hour prior to game time and disallowing political signage at the stadium. Concerns were raised about conflicts with the Legion, VFW and Willmar Baseball Association. Community Ed and Rec Director Brisendine explained that he is working with these groups to coordinate schedules and alleviate conflicts. In response to a question from Council Member Nelsen, CER Director Brisendine noted that requests are being addressed for improvements to the Orange Field for Concession area, bathroom facilities, and a press box. Concerns were also raised regarding recycling issues. Mr. Brisendine stated that would be the City's responsibility to address and will look into providing those receptacles.

Following discussion, Council Member Fagerlie made a motion to introduce a resolution to authorize the Mayor and City Administrator to execute this five-year agreement with the Northwoods League and Willmar Baseball LLC. Council Member Johnson seconded the motion which carried.

Item No. 5 Statutory Municipal Liability Coverage Limits (Resolution)

Staff presented details of the current statutory tort liability limits to the extent of the coverage purchased from the League of Minnesota Cities Insurance Trust. A decision must be made annually whether to waive the limits.

If the City does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover in a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. If the City waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants. Staff was recommending not to waive the statutory tort limits at this time.

Following discussion, Council Member Fagerlie made a motion to introduce a resolution stating the City will not waive the statutory tort limits. Council Member Nelsen seconded the motion which carried.

Item No. 6 Local Option Sales Tax (Motion)

Staff presented a summary of the Local Option Sales Tax Program that expired December 31, 2012, for the four authorized projects including the Industrial Park Expansion, Hiking/Biking Trails, Purchase of WRTC 60 Acres, and the Civic Center/Blue Line Arena Connection. It was noted that one year has elapsed since the expiration of the tax; subsequently, the City Council could explore the possibility of requesting authorization to reinstate the tax from the State Legislature, as previously considered, for street funding. Unrealized market value losses over the last year reduced the amount of the total funds remaining in the Local Option Sales Tax (LOST) Fund by approximately \$722,000. Staff recommended reallocating this unrealized market value loss to other City funds to reinstate the full amount back into the LOST Funds portion of the Industrial Development Fund. It was noted that this market value loss is anticipated to be regained upon maturity of the applicable investments.

Following discussion Council Member Nelsen made a motion to approve reallocating the 2013 unrealized market value loss in the Industrial Development Fund by prorating the total among other City funds. Council Member Johnson seconded the motion which carried.

Item No. 7 Old Business (Information)

There was no old business.

Item No. 8 New Business (Information)

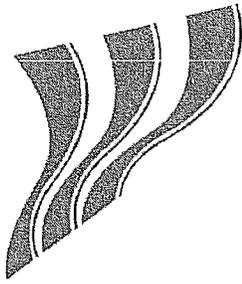
There was no new business

There being no further business to come before the Committee, the meeting was adjourned at 5:33 p.m. by Chair Anderson.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carol Cunningham".

Carol Cunningham
Accounting Supervisor



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 3

Meeting Date: March 31, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: _____

- | | |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other | |

Originating Department: Community Education & Recreation

Agenda Item: Robbins Island Amphitheater Naming Rights

Recommended Action: Support for the proposal, by the Council, is being sought prior to the private sector moving to name the project.

Background/Summary: A performance amphitheater has been proposed for Robbins Island Park. The project is being spearheaded by private citizens. Bob Mathiasen will be present to update the Committee on the project progress and naming rights requirements.

Alternatives:

1. Support the project
2. Support the project as presented
3. Don't support the project

Financial Considerations: Future City costs to involve primarily maintenance.

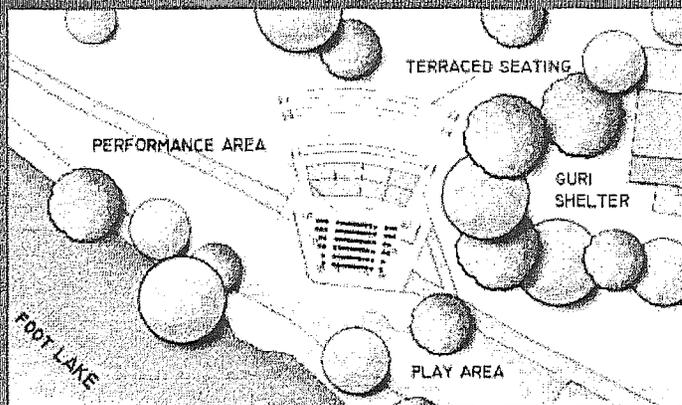
Preparer: Steve Brisendine

Signature:

Comments:

Community Amphitheater at Robbins Island

A new entertainment venue in a breathtaking setting



Naming Rights*

- Amphitheater (\$50,000)
- Stage (\$30,000)
- Patio / Dance Floor (\$25,000)
- Front Row Seating (\$15,000)
- 2 Viewing Rows (\$10,000 ea.)
- Contact me about options

Business & Individual Donors

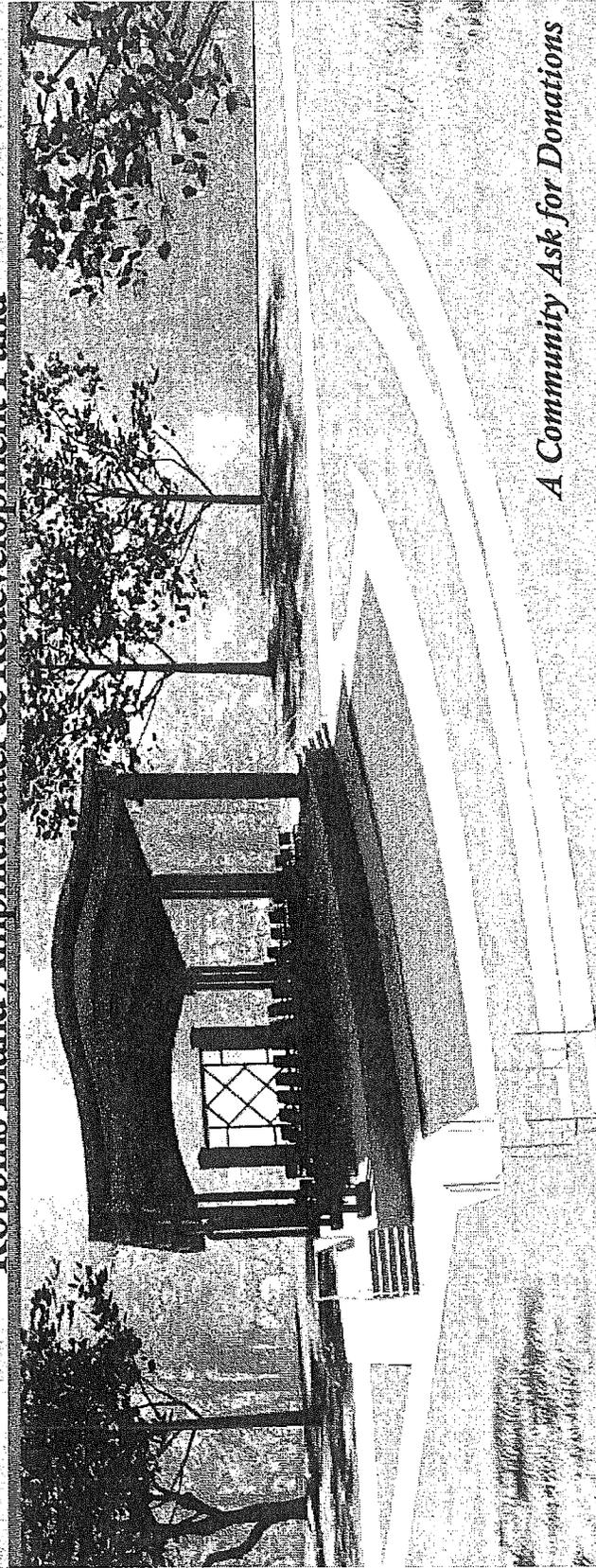
- Pillar (\$10,000+)
- Standing Ovation (\$5,000+)
- Bravo (\$2,500+)
- Encore (\$1,000+)
- Applause (\$500+)
- Take-A-Bow (Up to \$500)

Name _____ Business Name _____
Address _____
Amount \$ _____ Signature _____ Date _____
How Name Should Appear _____

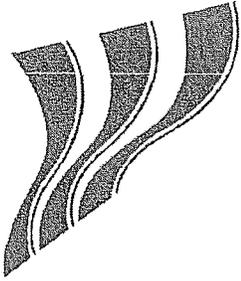
**Naming Rights: Donations may be made in equal payments over 10 years.
For donations over \$200, a tax deductible receipt will be sent.*

Return Pledge Cards to Bob Mathiasen, Community Fundraising Chair, 3313 Eagle Ridge Drive, E, Willmar, MN 56201. If you are interested in joining the project planning team, contact Bob at 320-444-4969 or blaa@en-tel.net or Steve Brisendine at 320-320-231-8494 or brisendines@willmar.k12.mn.us.

Robbins Island Amphitheater & Redevelopment Fund



A Community Ask for Donations



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE
ACTION**

Agenda Item Number: 4

Meeting Date: March 31, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: April 7, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of Northwoods League, Inc. and Willmar Baseball, LLC Lease Agreement

Recommended Action:

Approve the Northwoods League, Inc. and Willmar Baseball, LLC Lease Agreement and Authorize the Mayor and City Administrator to Execute the Agreement.

Background/Summary:

This is the last year of the first five (5) year agreement with the Northwoods League, Inc. and Willmar Baseball, LLC (Willmar Stingers). The new five year agreement was negotiated and subsequently reviewed by the City Attorney. The new rents exceed the prior agreement by \$18,540. The new agreement has more owner (City) control on playability of the field, details concession stand rules, grants Community Ed & Recreation additional signage, prohibits political signage and candidate endorsement, and controls the Facility Close Down dates.

Alternatives: Renegotiate the cost of the rental rates

Financial Considerations: \$75,060.00 plus playoff rentals if applicable

Preparer: City Clerk-Treasurer

Signature:

Comments:

LEASE AGREEMENT

City of Willmar, Minnesota, a Minnesota Municipal Corporation
(hereinafter referred to as "Owner")

-and-

Northwoods League, Inc. and Willmar Baseball, LLC
(hereinafter referred to as the "League")

The parties agree as follows:

1. Subject to the terms and conditions herein contained, Owner leases to League the premises known as Baker Diamond-Taunton Stadium (hereinafter referred to as the "Facility") including all portions thereof during the times referenced during the term of this lease.

Term

2. The term of this Agreement shall be for the following period:
 - (a) August 25, 2014, to August 25, 2019.

Renewal

3. League shall have the option to renew this agreement for one similar term during August 25- November 30, 2019, provided the option is negotiated and agreed to by the parties and executed by the parties in writing prior to December 31, 2019.

Rent

4. The rent payable by the League to Owner for the Facility shall be the sum of \$400 per game in 2015; \$410 per game in 2016; \$420 per game in 2017; \$425 per game in 2018; and \$430 per game in 2019 (a 40 game schedule, including 36 regular season and 4 playoff games will be reserved for the league, in addition if the facility is available the League may schedule up to 3 exhibition games at the lease rate). Payment shall be made on the 5th day of the subsequent month.
5. The rent for a League All Star Game and a League All Star Game Home Run Derby Contest shall be at the same rate as regular season games, each payable on or before July 1.

Use of Field

6. The League agrees that its use of the Facility will be for the exclusive purpose of baseball. Exceptions to be granted on a case-by-case basis at the discretion of the Community Education and Recreation Director for special events, programs, or special effects. The regular season shall be no more than 36 regular season games and 4 playoff games. The League may use the facility for a League All Star Game. Three exhibition games will be

permitted if the field is available, subject to the approval of Owner. The League shall have access to the facility for infield practice two and one-half (2 ½) hours prior to game time and have use of the facility for at least 1 hour following the conclusion of games. Owner will submit to the league 45 potential game dates by October 1 of each year of the lease for League scheduling purposes.

7. The Owner reserves the right to determine the playability of the field. Decisions on usage will be made in a timely manner with consultation of the League on the playability of the field but final determination will be by the Owner.
 - (a) The Owner will ready the facility for use during adverse weather days. Once the game has begun any use of products (Diamond Dry) to keep the field playable will be billed to the League at a rate of \$13 per bag of product.

Maintenance

8. During the term of the lease, Owner or its contract designee shall be responsible to maintain the Facility in good repair and condition. Maintenance shall include, but not be limited to, the following:
 - (a) Marking and maintenance of field for League games. Owner will provide maintenance of the field prior to 6:00 p.m., and its employees or designee will be responsible for the marking of fields for games. Owner shall have sole discretion and authority to determine the adequacy of playable conditions of the field prior to the start of any League game.
 - (b) Cleaning restrooms and bleachers.
 - (c) Garbage pickup will be completed in a timely manner not to exceed one week.
9. Owner shall be responsible to maintain the mechanical or structural portions of the Facility, including capital repair or replacement, repairs to or replacement of electrical equipment, structural repairs to the walls, ceilings, bleachers, major painting, major renovation or replacement of the Facility structure or roof systems.
10. Any League furnishings shall be maintained by the League.

Improvements and Renovations

11. Improvements or renovations desired by the League must be approved in advance in writing by Owner and shall be at the League's expense unless Owner specifically agrees to assume the same.

Damage or Destruction of Facility

12. If the Facility shall be damaged by fire or other casualty covered by Owner's insurance, the damage to the Facility shall be repaired by Owner with reasonable diligence at its expense except that repairs to alterations, additions or improvements made by the League

shall be performed by Owner, or others acceptable to Owner, at the expense of the League, and the League shall, at its own expense, make all repairs and replacements of property that belongs to the League.

Facility Rendered Untenable

13. Requirements:

- (a) If the Facility is rendered untenable by fire or other casualty, the term of this Agreement shall immediately terminate and the League shall vacate the Facility and surrender all rights to usage of the same to Owner.
- (b) Upon termination of this Agreement under the provisions of this clause, the League's liability for rent shall cease as of the day following the casualty, however, League shall be responsible for and pay Owner for games played prior to the termination date.
- (c) Owner shall not be liable for any damage or loss, including any economic loss suffered by the League, as a result of temporary closure of the Facility, permanent closure of the Facility pursuant to this clause, or for closure for any other reason whatsoever.

Insurance

14. The League shall maintain and keep in force during the term of this Agreement general liability insurance in an amount not less than One Million (\$1,000,000.00) Dollars in a form satisfactory to Owner which will name Owner as an additional insured and certificate holder prior to May 1 of each year. The insurance company is required to notify Owner should the insurance be cancelled or terminated prior to the termination of this Lease Agreement and that such cancellation or termination of insurance shall constitute a breach of this Agreement by League. Said insurance shall be in effect for the entire term of this lease.

Indemnification

15. The League agrees that it shall indemnify and hold harmless Owner, its employees or agents against all expenses, liability, losses, damages, costs, claims, judgments or proceedings of any kind whatsoever that may arise against Owner, its employees or agents resulting from or arising out of the use of the Facility by the League, its employees, agents, guests, patrons, sub lessees or licensees. Any damage to premises caused by the League or its employees, agents, guests, patrons, subleases, shall be paid by the League.

Willmar Not Liable for Injury to League

16. Owner shall not be responsible for any injury to persons or damage to property of the League, its agents, employees, customers or invitees as to any of its property while in the Facility, regardless of the cause of such injury or damage.

Taxes

17. In addition to the rent above stated, the League shall be responsible for the payment of all sales and use taxes, which may be applicable to its use and operation of the Facility.

Utilities

18. Utilities (water, sewer, electric and weekly trash pick-up) charges shall be the responsibility of Owner. Any business telephone installation costs and use shall be the responsibility of the League.

Concession Stand Operations

19. During the term of this lease the League shall operate all concessions at the Facility, whether on its own behalf for the Northwoods League games or for the listed events of Ridgewater College, Willmar High School, American Legion, VFW & Willmar Rail games whether staffed by League personnel or by way of concession agreement with an outside vendor or sponsor. Concession Stand Operator shall operate concessions one half hour prior to game time through the completion of each scheduled game. The League shall be granted exclusive use of the concession stand and storage area including the use of the commercial refrigerator, three compartment sink with hot water, cleaning closet and all counters and storage space. Storage area does not include the restrooms attached to the concession stand.
20. Concession Stand Operator will be allowed full control of menu and pricing. Concession Stand Operator will apply for and maintain the necessary City of Willmar, Kandiyohi County and the State of Minnesota Licenses needed to conduct food and beverage sales. Concession Stand Operator will be responsible for any damages to concession facility above and beyond normal wear and tear, clean the concession area in accordance to accepted health practices.
21. Concession Stand Operator shall control all revenues and expenditures with accepted cash practices including removal of money daily from facility so as not to encourage theft or vandalism activities.
22. For any League liquor sales on the premises, the league shall obtain the necessary liquor license. The League shall not allow the consumption of any alcoholic beverages in the Facility, except in accordance with such liquor license and subject to all conditions thereof and applicable to Willmar ordinances. Tobacco products may not be advertised, sold or used on the premises.
23. Liquor advertisement within the concession area only may be displayed during Northwoods League games and shall be removed at the conclusion of the game. The

League will be responsible for securing all liquor containers immediately at the conclusion of a game and prior to Facility use by any other Baseball Program.

24. Any required equipment installation to the concession area will be made at League expense and must meet all applicable State/County Health Department requirements.

Advertising Signage

25. The League shall be granted the right to sell and install advertisement signs on the outfield fence of Baker Field /Taunton Stadium and any other signage proposed to be located on other parts of the facility shall require prior approval by Owner. In exchange for allowing signage rights to the League, the League will provide the City of Willmar and Willmar Community Education & Recreation signage in an area agreed to by both parties.

- (a) The League is responsible for the installation, maintenance, and removal of the signs.
- (b) Any modifications made to the fence for support of advertisement signs must be approved by Owner and will be at the League's expense.
- (c) At termination of the Lease, the League shall remove all such sign installations and return the site and area to its prior status or secure Owner's consent to leave the signs in place. Any repair or removal of advertising not completed at termination of lease conducted by Owner or its' agents shall be reimbursed by the League.
- (d) Owner shall reserve full control of **Content** of all banners, signs, and advertising media. No political signage will be allowed in any portion of this facility or grounds. This includes any endorsement of candidates or political parties.

Scoreboard and Sound System

26. Owner shall provide the existing scoreboard and sound system at the Facility for use by the League. Any modifications to or improvement of the sound system shall be at League expense, and all modifications or improvements must remain in the Facility at the termination of the lease and shall become the property of Owner at no cost, with the exception of the "Instant Replay" sound effects system, which remains at all times the property the League.

Entry upon Default

27. If the rent is not paid when due, or in case of breach or non-observance of or non-performance by the League of any of the provisions of this Agreement, and if the default continues for 10 days after written notice thereof to the League, then, in every such case, Owner in addition to any other remedy it has at equity, this contract or by law may, at its option, cancel this Agreement and re-enter and take possession of the Facility or any part thereof by force if necessary without any previous notice of intention to re-enter and may

remove all persons and property therefrom, and may use such force and assistance in making such removal as Owner may deem advisable and such re-entry shall not operate as a waiver of satisfaction in whole or in part of any right, claim or demand arising out of or connected with any breach or violation by the League of any covenant or agreement on its part to be performed.

Removal of League's Property

28. All articles of personal property and all business and trade fixtures, equipment and furniture owned by the League or installed by the League in the Facility at the League's expense shall remain the property of the League except as provided in paragraph 27, and may be removed by the League at any time during the term of this Agreement, provided that the League, at its own expense, shall repair any damage to the Facility caused by such removal or by the original installation and provided that there shall be no unpaid rent due Owner from the League.

No Representation

29. The League agrees that it has leased the Facility after examining the same and that no representations, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon Owner unless it be made in writing and signed on behalf of Owner.

Security

30. The League shall be responsible for the security and control of, ingress and egress to the Facility during and at the conclusion of all League events at the Facility during the term of this lease.

Right of Entry to Make Repairs

31. The League agrees that Owner shall have the right to enter the Facility at all reasonable times to examine the same and make such repairs, alterations, improvements or additions as Owner may deem necessary or desirable or as Owner may be required to make by law or in order to repair and maintain the Facility. Owner will exercise reasonable diligence so as to minimize the disturbance or interruption of the League's operations. Renovation or repair shall be scheduled to minimize conflict with the Northwoods League game schedule.

No Waiver

32. The failure of Owner to insist upon strict performance of any covenant or condition in this Agreement or to exercise any right or option hereunder shall not be construed to or operate as a waiver or relinquishment of the future right to enforce any such covenant, condition

or option and no waiver shall be inferred from or implied by anything done or omitted by Owner save only an express waiver in writing. The acceptance of any rent or the performance of any obligation hereunder by a person other than the League shall not be construed as an admission or acceptance by Owner of any right, title or interest of such person as a sub-tenant, assignee, transferee or otherwise in the place and stead of Owner.

Assignment

33. This Agreement may not be assigned, transferred or conveyed without the express consent of Owner.

Applicable Law

34. The laws of the State of Minnesota shall apply and bind the parties in any and all questions pertaining to the Agreement.

American Legion, VFW, Willmar Baseball Association Baseball Preserved

35. The parties recognize, understand and agree that the Willmar American Legion Post, the Willmar VFW Post, and the Willmar Baseball Association for many years maintained youth baseball teams and amateur baseball teams and will continue to maintain such teams. The parties understand and agree that this baseball contract is not an exclusive contract, but is subservient to the right of Owner to permit the utilization of Baker Field/Taunton Stadium as a baseball park for the Willmar American Legion Post, the Willmar VFW team, and the Willmar Baseball Association teams in accordance with their needs and requirements. The League agrees that it will work with the other teams to arrive at a reasonable schedule, which shall be reduced to writing. Under the schedule, the American Legion Post, the VFW teams, and the Willmar Baseball Association teams will have the right to the utilization and use of Baker Field/Taunton Stadium. In the event of any rescheduling conflict due to postponements, cancellations or rainouts, rescheduled games must be agreed to by Owner.

Facility Close Down

36. The League agrees that Owner shall have the right to terminate the Facility power supply after September 15 of each lease year. League shall remove its personal property by said date and shall acknowledge that the care and custody of concession items stored at Facility shall be the sole responsibility of League, holding the Owner harmless from any loss of personal property that may benefit by said power supply.

Enurement

37. This Agreement and everything herein contained shall Enure to the benefit of and be binding upon the parties and their successors. Whenever the singular or masculine is used

the same shall be construed as meaning the plural or feminine or body corporate or politic as the context may require.

Signed by Owner this _____ day of _____, 20____.

The City of Willmar

By _____

Mayor

By _____

City Administrator

Signed by the League this _____ day of _____, 20____.

Northwoods League, Inc.

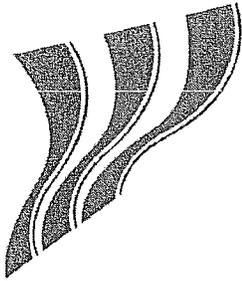
By _____

It's _____

Willmar Baseball, LLC

By _____

It's _____



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE
ACTION**

Agenda Item Number: 5

Meeting Date: March 31, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: April 7, 2014

- | | |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other | |

Originating Department: City Clerk-Treasurer

Agenda Item: Statutory Municipal Liability Coverage Limits —City Options

Recommended Action: Adopt Resolution with the municipal tort limits set at \$500,000 per claimant, \$1,500,000 per occurrence.

Background/Summary:

The statutory municipal tort liability limits for 2014 are set at \$500,000 per claimant, \$1,500,000 per occurrence.

The city will have \$1,500,000 of coverage limits available for most claims. But on those claims to which the statutory limits apply, the city, and LMCIT will be able to use the statutory tort liability limit to limit an individual claimant's recovery to no more than \$500,000.

The statutory liability limit only comes into play if somebody has been injured by the city's negligence, and has proved to the court that his/her actual injuries exceed \$500,000. The statutory liability limit means, very literally, that the city and LMCIT won't fully compensate that individual for his/her injuries, which the city caused. Because of this, some cities may decide that as a matter of public policy you want to have more than \$500,000 available to compensate a citizen who has been injured by the city's negligence.

Since it increases the exposure, there is an additional premium charge of 3.5% if the city decides to waive the statutory per-person limit. Options for the Council to consider are:

- If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- If the city waives the statutory tort limits and does not purchase excess liability coverage*; a single claimant could potentially recover up to \$1,500,000 on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000, regardless of the number of claimants.
- If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased (example \$10 Million). The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Alternatives: Waive limits and purchase excess liability coverage from the LMCIT

Financial Considerations: No fiscal impact unless a new option is selected

Preparer: City Clerk-Treasurer

Signature:

Comments:

SECTION I: LIABILITY COVERAGE WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- o *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- o *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000. on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000., regardless of the number of claimants.
- o *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

_____ accepts liability coverage limits of \$_____ from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting _____

Signature _____ Position _____

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044



LIABILITY RATING EXPENDITURES SURVEY

Please provide the three annual expenditure figures below.

For your convenience, we've provided data we have on file that was provided last year. In some cases, these figures were estimated by LMCIT.

	Last Year's Answer	This Year's Answer	Comments
Projected expenditures for the current year.	21,020,265	0	
Actual expenditures from the most recently completed year	18,150,010	0	
Actual expenditures from the second most recently completed year	18,548,681	0	

POSSIBLE SERVICE CONTRACT DEDUCTION (to be calculated by your underwriter.)

Members who can demonstrate they have appropriately contractually transferred liability exposure in a service contract may be eligible for a special deduction from their liability ratable and they will effectively receive a credit on their liability premium. Please contact your underwriter if there are any service contracts you would like to submit for eligibility. LMCIT will need to review the contract and confirm the risks have been properly transferred.

RESOLUTION NO. _____

WHEREAS, cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of coverage purchased, and

WHEREAS, the City Council has reviewed the various options for monetary limits on municipal tort liability, and

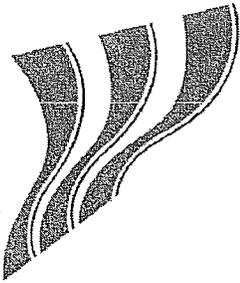
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the City does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

Dated this 7th day of April, 2014

MAYOR

Attest:

CITY CLERK-TREASURER



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: 6
Meeting Date: March 31, 2014
Attachments: Yes No

CITY COUNCIL ACTION

Date: April 7, 2014

Approved Denied
 Amended Tabled
 Other

Originating Department: Finance

Agenda Item: Local Option Sales Tax

Recommended Action: Receive for information.

Background/Summary: The second Local Option Sales Tax Program expired on December 31, 2012. The Fund was able to generate \$13.9 million in revenue less MN Department of Revenue Fees of approximately \$.3 million leaving \$13.6 million available to fund projects. Of that amount, \$12.6 million is from Sales/Use Tax, \$.4 million is from Excise Tax and the remaining amount is from Interest Earnings, Market Value Adjustments and Miscellaneous. The costs associated with the four authorized projects of the Industrial Park Expansion, Hiking/Biking Trails, Purchase of WRTC 60 Acres, and the Civic Center/Blue Line Arena Connection were as follows:

A. Industrial Park Redevelopment/Airport	\$6.2 million
B. Hiking/Biking Trails	\$.6 million
C. 60 Acres WRTC Parcel	\$ -0-
D. Civic Center/Blue Line Arena Connection	\$1.1 million

This leaves a balance of \$5.7 million available to fund future projects which to date include:

A. 2014 Capital Improvements	
- Civic Center Improvements	\$1,070,000
- Industrial Park Development	\$3,500,000
- Bike Path Improvement	\$ 35,000
B. Additional 2014 Street Improvement Recommendations	
- Additional Costs Industrial Park	\$ 271,900
- Willmar Avenue Lighting	\$ 58,190
C. Lakeland Drive	\$ 70,000
D. Uncommitted Balance To Date	\$ 700,000

One year has elapsed since the expiration of the tax, so the City Council could explore the possibility of requesting authority to reinstate the tax, as previously considered for street funding, from the State Legislature.

Alternatives:

Financial Considerations: Explore possible reinstatement of Local Option Sales Tax

Preparer: Steve Okins, Finance Director

Signature:

Comments:

Detail of the costs associated with the four authorized projects under the Local Option Sales Tax Program were as follows:

- | | |
|---|-----------------------|
| A. Industrial Park Redevelopment/Airport | \$ 6.2 million |
| - Relocation of the Airport | |
| - Extension of County Road 5 | |
| - Western Collector | |
| - Willmar Avenue Quiet Zone and 4 th Avenue | |
| - Industrial Land Reclamation | |
| B. Hiking/Biking Trails | \$.6 million |
| - Civic Center (1 st Street to Transportation Road) | |
| - Waterview Business Park (28 th Avenue SE to 19 th Avenue SE) | |
| - 5 th Street SE (19 th Avenue SE to 630 feet south of Willmar Avenue SE) | |
| - CSAH 5 (Trunk Highway 40 to US Highway 12) | |
| - Lakeland Drive (YMCA Driveway to Olena Avenue SE) | |
| - North US Highway 71 (13 th Avenue NE to 23 rd Street NE) | |
| - Willmar Avenue (22 nd Street SW to 18 th Street SW) | |
| - CSAH 41 (15 th Avenue NW to Eagles Landing) | |
| - CSAH 41 (CSAH 41 to Golf Course) | |
| - Robbins Island (North part of Island to 1 st Street NE/CSAH41) | |
| - Willmar Avenue (22 nd Street SW to 515 feet west of 18 th Street SW) | |
| - Orange Field Trail Head | |
| C. 60 Acres WRTC Parcel | \$ -0- |
| D. Civic Center/Blue Line Arena Connection | \$ 1.1 million |

PUBLIC WORKS/SAFETY COMMITTEE

MINUTES

The Public Works/Safety Committee of the Willmar City Council met on Tuesday, April 1, 2014, in Conference Room No. 1 at the City Office Building.

Present: Ron Christianson Chair
Audrey Nelsen Vice Chair
Bruce DeBlieck Member
Steve Ahmann Member

Others present: Public Works Director Sean Christensen; Director of Planning and Development Services Bruce Peterson; Police Chief David Wyffels; Fire Chief Gary Hendrickson; Public Works Superintendent Scott Ledebor; Public Works Working Foreman Gary Manzer; Dan Groothuis, Denny Bredeson, and David Little, "West Central Tribune."

Item No. 1 Call to Order

The meeting was called to order by Chair Christianson at 4:45 p.m.

Item No. 2 Public Comments

Dan Groothuis and Denny Bredeson, property owners near the new airport, discussed potential leasing or purchase of City-owned surrounding land for farming purposes. Discussion involved the sealed bid process versus open bidding. Also discussed was the length of the lease and any possible extensions.

Item No. 3 MinnWest Lift Station/Lakeland Drive Sewer Project - Construction Related Services (Resolution)

Staff updated the Committee on the proposed scope of services and costs for construction-related engineering services with Bollig, Inc. Staff made no recommendation at this time. The total cost of all four amendments was discussed at length. The proposed cost of the scope of services for construction-related services is \$185,800. This represents 8% of the construction bid amount. Council Member Ahmann inquired how many hours staff commits to these projects.

A motion was made by Council Member Ahmann, seconded by Council Member DeBlieck and passed to approve Amendment No. 4 to the contract. The motion carried.

Item No. 4 MinnWest Lift Station/Lakeland Drive Sewer Project - Consideration of Bids (Motion)

Brian Bollig, Bollig Inc., was present to update the Committee on the MinnWest Lift Station/Lakeland Drive Sewer Project. It was his recommendation to delay awarding the bids pending final MPCA review. Staff suggested bids could be brought back at a later date, as they are valid for 90 days after the bid opening date of March 3, 2014.

A motion was made by Council Member DeBlieck, seconded by Council Member Nelsen to table the award of bid. The motion carried.

Item No. 5 MinnWest Lift Station/Lakeland Drive Sewer Project - Budget Amendment (Resolution)

Staff gave an update on the budget amendment presented to the Committee. It was staff's recommendation to approve the amended budget as presented. It was noted bids came in slightly higher

than anticipated. The total estimated cost for the project is \$3,251,977.76. Of this amount, \$2,999,716.76 is expected to be PFA eligible. The budget also shows expenditures of \$210,261 in Municipal State Aid Funds, and \$42,000 in Local Option Sales Tax Funds.

A motion was made by Council Member Ahmann, seconded by Council Member Nelsen to approve the amended budget as presented. The motion carried.

Item No. 6 2014 Highway 12 Projects (Resolutions - 2)

Staff updated the Committee on the Highway 12 Cooperative Construction Agreement and the level of City participation in the project. Staff recommended approving the Cooperative Agreement and amending the level of cost sharing from the estimated cost of \$58,747 to the revised share in the amount of \$63,920.34. The change was due primarily to the addition of construction-engineering services. Council Member Ahmann asked about signal maintenance and who would be responsible. Staff explained that MnDOT will be responsible for the maintenance of the signals.

A motion was made by Council Member Nelsen, seconded by Council Member Ahmann and passed to amend the level of City participation in the amount of \$63,920.34 and also to authorize the Mayor and City Administrator to execute the Cooperative Construction Agreement with MnDOT for the project. The motion carried.

Item No. 7 Motor Grader Purchase (Motion)

Gary Manzer, Public Works Working Foreman, was present to answer questions regarding the purchase and replacement of a motor grader. The 2014 CIP includes the replacement at a cost of \$265,590. Staff proposed purchasing a new 2014 John Deere under state contract for \$247,150, including trade in of the 1991 model. The Committee asked if this item would need to go to the Finance Committee for approval, staff informed them this item did not as no budgetary action is required.

A motion was made by Council Member DeBlicek, seconded by Council Member Ahmann and passed to approve the purchase of a new motor grader for the amount of \$247,150. The motion carried.

Item No. 8 Old Business (Information)

The Committee inquired as to any updates on the City Auditorium. Staff explained the City is awaiting more options from Engan and Associates.

The Committee has been hearing concerns about lead at the City trap range. Staff explained they are only discussing renewal of the leases of this time. These leases may include such language as mitigation of lead. This information will come back to the Committee at a later date.

Item No. 9 New Business (Information)

Police Chief Dave Wyffels noted the jail census for April 1, 2014 was 76, and that the calls for service for the previous two weeks totaled 672.

Fire Chief Gary Hendrickson noted there have been 70 calls to date this year, which is on pace to be similar to the number of calls in 2013. Chief Hendrickson also reminded the Committee that property owners are not allowed to burn leaves within the City, and are encouraged to use the City brush-site. He also discussed additional staffing needs.

The Committee expressed gratitude and thanked Bruce Peterson for his help and service the last 18 months, during this time of transition.

There being no further business to come before the Committee, the meeting was adjourned at 5:55 p.m. by Chair Christianson.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sean Christensen', written in a cursive style.

Sean Christensen, P.E.
Public Works Director

K.O.W 1

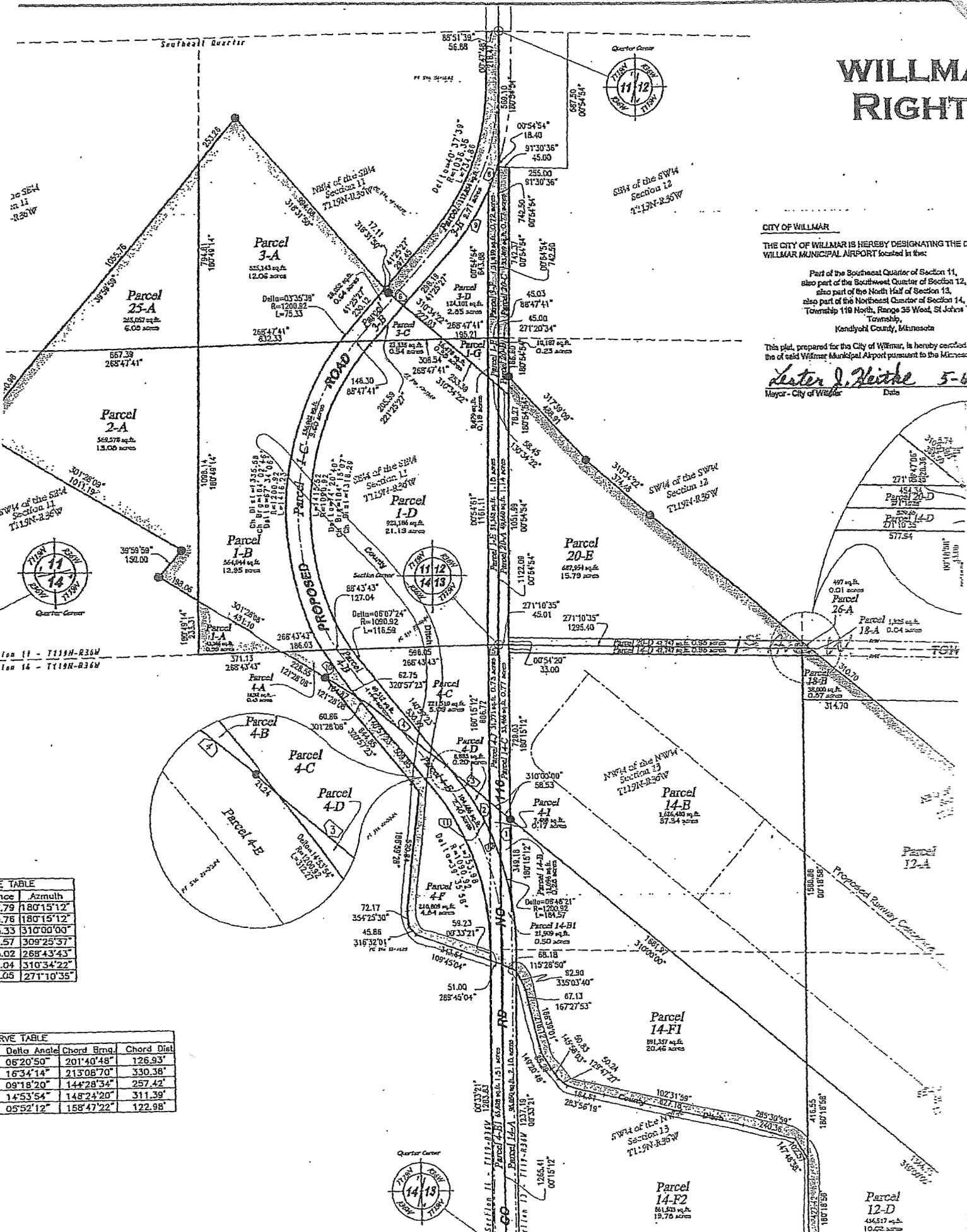
WILLMA RIGHT

CITY OF WILLMAR
 THE CITY OF WILLMAR IS HEREBY DESIGNATING THE DEF
 WILLMAR MUNICIPAL AIRPORT located in the:

Part of the Southeast Quarter of Section 11,
 also part of the Southwest Quarter of Section 12,
 also part of the North Half of Section 13,
 also part of the Northeast Quarter of Section 14,
 Township 110 North, Range 35 West, St. Johns
 Township,
 Kandiyohi County, Minnesota

This plat, prepared for the City of Willmar, is hereby certified as
 the said Willmar Municipal Airport pursuant to the Minnesota

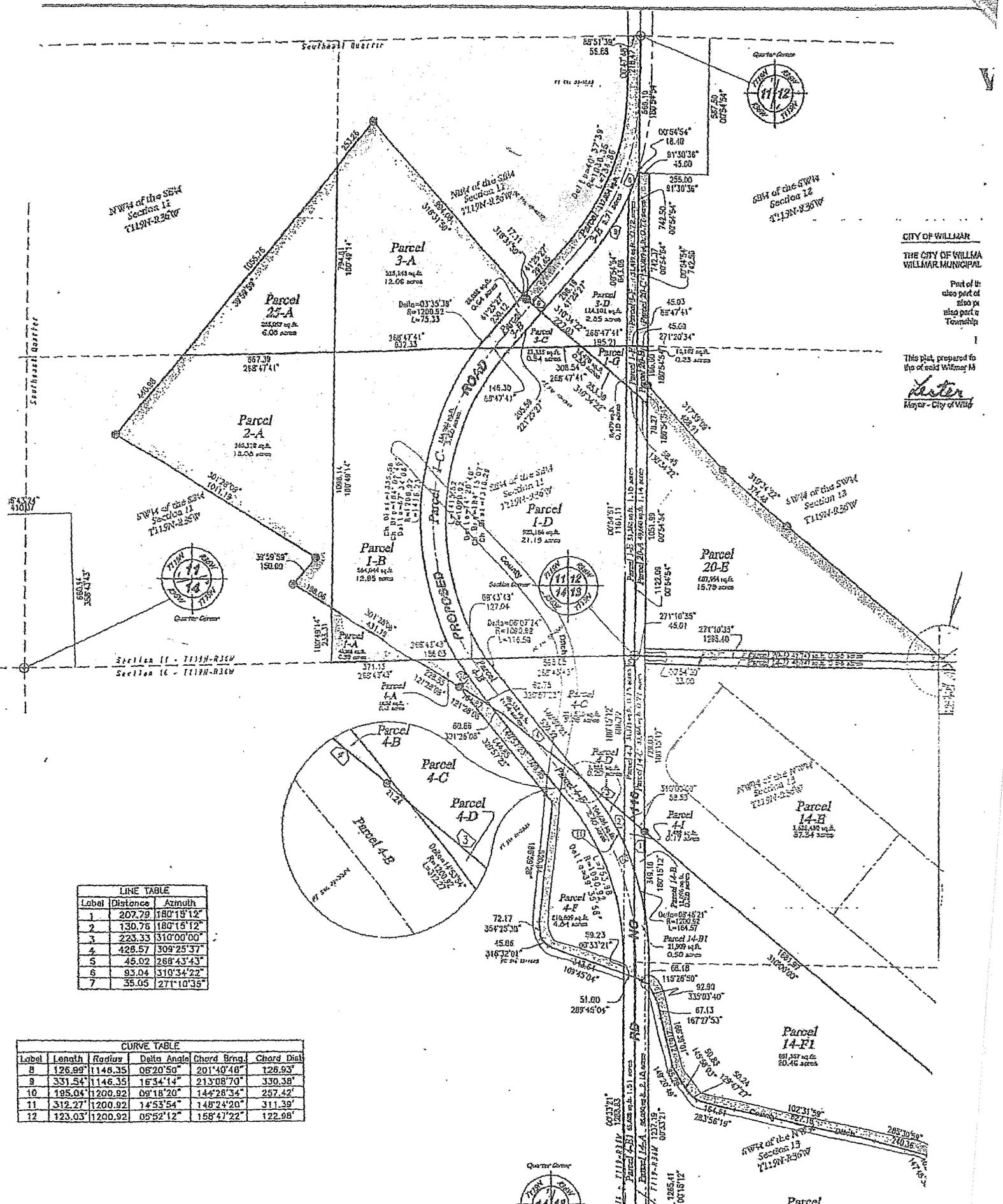
Hester J. Heitke 5-6
 Mayor - City of Willmar Date



LINE TABLE
Distance Azimuth
207.79 180°15'12"
130.78 180°15'12"
223.33 310°00'00"
428.57 309°25'37"
45.02 268°43'43"
93.04 310°34'22"
35.05 271°10'35"

CURVE TABLE			
Js	Delta Angle	Chord Bng.	Chord Dist
.35	06°20'50"	201°40'48"	126.93'
.35	16°34'14"	213°08'70"	330.38'
.92	09°18'20"	144°28'34"	257.42'
.92	14°53'54"	148°24'20"	311.39'
.92	05°52'12"	158°47'22"	122.98'

Row 2



CITY OF WILLMAR
 THE CITY OF WILLMAR MUNICIPAL
 Part of it also part of also part of Township
 This plat, prepared to the order of Willmar M
Lester
 Keyser - City of Willmar

LINE TABLE

Label	Distance	Azimuth
1	207.79	180°15'12"
2	130.76	180°15'12"
3	223.33	310°00'00"
4	428.57	309°25'37"
5	45.02	268°43'43"
6	93.04	310°34'22"
7	35.05	271°10'35"

CURVE TABLE

Label	Length	Radius	Delta Angle	Chord Brng.	Chord Dist.
8	126.99'	1146.35	06°20'50"	201°40'48"	126.93'
9	331.54'	1146.35	16°34'14"	213°08'70"	330.39'
10	185.04'	1200.92	09°18'20"	144°28'34"	257.42'
11	312.27'	1200.92	14°53'54"	148°24'20"	311.39'
12	123.03'	1200.92	05°52'12"	158°47'22"	122.98'

RESOLUTION NO. _____
FINAL MNWEST LIFT STATION/LAKELAND DRIVE SEWER BUDGET

ESTIMATED TOTAL COST \$3,251,977.76

*Budget Amounts are Essential

Code		
	PERSONNEL SERVICES	RECEIVABLES
10*	Salaries Reg. Employees	Property Owners
11*	Overtime Reg. Employees	County
12*	Salaries Temp. Employees	State (PFA)
13*	Employer Pension Contr.	\$2,999,716.76
14*	Employer Ins. Contr.	City (State Aid)
		\$210,261.00
		City (LOST)
		\$42,000.00
	TOTAL	Other
	\$0.00	TOTAL
		\$3,251,977.76
	SUPPLIES	FINANCING
20*	Office Supplies	Bonds
21*	Small Tools	State (PFA)
22*	Motor Fuels & Lubricants	\$2,999,716.76
23*	Postage	City (State Aid)
24	Mtce. of Equipment	\$210,261.00
25	Mtce. of Structures	City (LOST)
26	Mtce. of Other Improvements	\$42,000.00
27	Subsistence of Persons	Other
28	Cleaning & Waste Removal	TOTAL
29*	General Supplies	\$3,251,977.76
	TOTAL	
	\$0.00	GRAND TOTAL
		\$3,251,977.76
	OTHER SERVICES	
30	Communications	
31*	Printing & Publishing	
32	Utilities	
33*	Travel-Conf.-Schools	
34	Mtce. of Equipment	
35	Mtce. of Structures	
36*	Mtce. of Other Impr.	\$2,421,172.50
37	Subsistence of Persons	
38	Cleaning & Waste Removal	
39*	Other Services	
	TOTAL	
	\$2,421,172.50	
	OTHER CHARGES	
40	Rents	
41*	Insurance & Bonds	
42	Awards & Indemnities	
43	Subscription/Memberships	
44	Interest	
45	Licenses & Taxes	
46*	Prof. Serv.	\$687,961.60
47*	Advertising	
48*	Adm. OH (Transfer)	
49	Other Charges	\$142,843.66
	TOTAL	\$830,805.26
	GRAND TOTAL	\$3,251,977.76

Dated: April 7, 2014

 Mayor

Attest:

 City Clerk/Treasurer

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF WILLMAR
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>3403-68</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>12=010</u>	<u>\$63,920.34</u>
State Project Number (S.P.):	<u>3404-55</u>	
Trunk Highway Number (T.H.):	<u>12=010</u>	
Federal Project Number:	<u>NHPP-HSIP 0012(312)</u>	
Signal System ID	<u>20252, 20255</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Willmar acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous paving, bridge approach panels, lighting, signals and ADA improvements construction and other associated construction upon, along and adjacent to Trunk Highway No. 12 from 500 feet west of 7th Street to 0.44 miles east of County Road No. 9 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 3403-68 (T.H. 12=010)("Project"); and
2. The City has requested the State include in its Project traffic signal system revisions and utility adjustment construction; and
3. The City agrees to participate in the costs of the traffic signal system revisions and utility adjustment construction; and
4. Agreement No. 05254 between the State and Kandiyohi County address a detour to carry Trunk Highway No. 12 traffic on County State Aid Highways No. 8, 9 and 23 during construction; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Operation and maintenance responsibilities for the Traffic Signal Systems covered under this agreement are provided for in existing Traffic Control Signal Agreements between the State and City and will remain in full force and effect; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement,

including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal System(s) Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 3403-68 (T.H. 12=010) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and incorporated into this Agreement by reference.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision and Inspection of Construction.*

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. *Permits*

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).

2.6. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City.

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes; repair of minor erosion problems; minor structure repair; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.
- 3.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, mowing grass boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics at Willmar and is incorporated into this Agreement by reference.

4. Traffic Signal System(s) Operation and Maintenance

All operation and maintenance terms for Traffic Signal System A, including timing and power provisions, in Traffic Control Signal Agreement No. 58192 dated April, 22 1976, for the existing traffic control signals on T.H. 12 at 7th Street and Litchfield Avenue to 1st Street West on Pacific Avenue will remain in full force and effect.

All operation and maintenance terms for Traffic Signal System B, including timing and power provisions, in Traffic Control Signal Agreement No. 61373 dated March, 8 1983, for the existing traffic control signals on T.H. 12 at County Road No. 124 (Lakeland Drive) will remain in full force and effect.

5. Basis of City Cost

- 5.1. **SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. **City Participation Construction.** The City will participate in the following at the percentages indicated.
 - A. 50 Percent will be the City's rate of cost participation for the removal and installation of Traffic Signal System "A" and State Furnished Materials.
 - B. 100 Percent will be the City's rate of cost participation for the roadway surface and utility adjustment construction.
- 5.3. **State Furnished Materials.** The State will furnish a cabinet and controller ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system(s) covered under this Agreement. The City's lump sum share for State Furnished Materials is \$13,028.50. The City's cost share for State

Furnished Materials will be added to the City's total construction cost share as shown in the SCHEDULE "I".

- 5.4. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 5.5. **Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

- 5.6. **Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

- 6.1. **City Cost.** \$63,920.34 is the City's estimated share of the costs of the contract construction, State Furnished Materials and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices, which will replace and supersede the Preliminary SCHEDULE "I" as part of this agreement.

- 6.2. **Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised SCHEDULE "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised SCHEDULE "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

- 6.3. **Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

6.4. Final Payment by the City

Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

7.2. The City's Authorized Representative will be:

Name/Title: Jared Voge (Bolton & Menk) acting Willmar City Engineer (or successor)
Address: 2040 Highway 12 East, Willmar, MN 56201-5818
Telephone: (32) 231-3956
E-Mail: jaredvo@bolton-menk.com

8. **Assignment; Amendments; Waiver; Contract Complete**

- 8.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. **Liability; Worker Compensation Claims**

- 9.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. **Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. **State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. **Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

15. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF WILLMAR

DEPARTMENT OF TRANSPORTATION

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: _____

By: _____
(District Engineer)

Title: _____

Date: _____

Approved:

Date: _____

By: _____
(State Design Engineer)

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

Date: _____

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MK-S

PRELIMINARY SCHEDULE "I"

Agreement No. 05329

City of Willmar

S.P. 3403-68 (T.H: 12=010)

Preliminary: January 15, 2014

State Funds

Traffic control signal and utility adjustment construction to start approximately July 7, 2014 under
State Contract No. . with
located on Trunk Highway No. 12 from 500' west of 7th St. in Willmar to .44 mi. east of CR No. 9 in Willmar

CITY OF WILLMAR TRAFFIC SIGNAL COST PARTICIPATION

	Unit	Quantity	Participating Costs	City Cost Participation Rates	Total City Cost
2565.616 Revise Signal System "A"	System	1.00	79,096.00	50.0%	39,548.00
State Furnished Materials - System "A"	System	1.00	26,057.00	50.0%	13,028.50
	Unit	Quantity	Participating Costs	City Cost Participation Rates	Total City Cost
2504.602 Adjust Valve Box	Each	10.00	\$187.00	100.0%	1,870.00
2504.602 Adjust Curb Stop	Each	13.00	150.00	100.0%	1,950.00
2506.522 Adjust Frame & Ring Casting	Each	7.00	357.00	100.0%	2,499.00
2506.602 Reconstruct Drainage Structure	Each	1.00	290.00	100.0%	290.00
Construction and State-Furnished Materials Subtotals					\$59,185.50
Construction Engineering (8%)					4,734.84
Totals (Construction + Construction Engineering)				(1)	\$63,920.34

(1) Amount of advance payment as described in Article 6.2 of the Agreement (Estimated amount)

CITY OF WILLMAR

RESOLUTION

IT IS RESOLVED that the City of Willmar enter into Mn/DOT Agreement No. 05329 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the grading, bituminous paving, bridge approach panels, lighting, signals and ADA improvements construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 12 from 500 feet west of 7th Street to 0.44 miles east of County Road No. 9 within the corporate City limits under State Project No. 3403-68 (T.H. 12=010).

IT IS FURTHER RESOLVED that the Mayor and the _____ are authorized to execute the Agreement and any amendments to the Agreement.
(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Willmar at an authorized meeting held on the _____ day of _____, 2014, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2014

Notary Public _____

My Commission Expires _____

**NOTARY
STAMP**

(Signature)

(Type or Print Name)

(Title)



WILLMAR



PUBLIC WORKS

Memorandum

DIRECTOR/CITY ENGINEER
City Office Building
Box 755 320-235-4202
STREET/PARK SUPERINTENDENT
801 W. Hwy. 40 320-235-3827
WASTEWATER TREATMENT
3000 75th St. SW 320-235-4760
Willmar, Minnesota 56201
Fax 320-235-4917
www.ci.willmar.mn.us

TO: Charlene Stevens, City Administrator
FROM: Sean Christensen, Public Works Director
DATE: March 18, 2014
RE: Purchase and Replacement of a Motor Grader

Staff is in the process of proceeding with the purchase and replacement of a Motor Grader in accordance with the 2014 Capital Outlay Program.

I am requesting approval to replace Unit # 995110 a 1991 John Deere Motor Grader. A Motor Grader would be purchased from RDO Equipment Company for \$247,150.00 through Minnesota State Contract # 73782. Please be advised that the 2014 Capital Outlay Program has included \$265,590.00 for the purchase and replacement of a Motor Grader.

Please let me know if you concur with this submittal.

Approval _____

sl



Investment Proposal for:
 CITY OF WILLMAR
 ** USE ACCT # 3827017 ***
 801 INDUSTRIAL DRIVE SW
 WILLMAR, MN 56201
 Phone: (320) 235-4984



John Bot
 1710 East College Drive
 PO Box 1051
 Marshall, MN 56258
 Phone: (507) 532-0994
 Mobile: (507) 828-6599
 Fax: (507) 532-0993

Thank you for allowing me the opportunity to quote you this equipment. We appreciate your business. John

Equipment: NEW 2014 JOHN DEERE 772G

Key Features

8470T	772G MOTOR GRADER	1010	STANDARD HYDRAULIC CONTROLS
1140	9.0L ENG,EPA FINAL TIER IV	1240	ALTERNATOR 200 AMP
1320	NO QUICK SERVICE	1410	STANDARD FUEL LINES
1610	HYDRAULIC PUMP DISCONNECT	1700	JDLINK ULTIMATE(W/SIM1) N.A.
1830	BLACK EXHAUST STACK	1910	BLADE IMPACT ABSORPTION SYST
2070	14"X27"X1" MB (8" CEX5/8")	2575	NOT TOPCON READY
2605	ENGLISH OPERATOR MANUAL	2775	NO TOPCON RADIO INSTALLATION
2840	DUAL INPUT W/ SLIP CLUTCH	4421	14R24 SNOW MICH W/ 1PC RIM
5030	LOW CAB W/ OPEN WINDOWS	5510	AUTOSHIFT TRANSMISSION
5710	TRANS VALVE SOLENOID GUARD	5830	HYDRAU ALL SEASON XR
6010	CAB PRECLEANER	6120	DELUXE CLOTH SEAT/AIR SUSPEN
6540	RH 7 FUNC CONTROL VALVE	6610	LH 4 FUNC CONTROL VALVE
6740	BALDERSON LIFT GROUP	6830	REAR HITCH AND PIN
7160	DLX LIGHTING PKG W/HAL +8XTR	7810	STANDARD FT FENDERS
8120	CONVERTER, 25 AMP 24V TO 12V	8220	MIRRORS, EXTERNAL HEATED
8320	LESS LOWER FRONT WIPER	8410	RADIO AM/FM/WB
8510	A/C - CHARGE	8730	NO SOUND ABSORPTION PKG(IT4)
8810	REAR CAMERA	9005	REAR FENDERS NARROW
9120	SUNVISOR-FRONT WINDOW	9210	PEDAL DECELERATOR
9270	SNOWPLOW LIGHTS	9360	HEATER ENG COOLANT, 120V
9370	ETHER AID - LESS CANISTER	9395	AJUSTING ROTARY EJECTOR PRCL
9450	REV OVERLAY END BITS	9620	COLD WEATHER CONTROL VALVE COVERS
AT317339	RIGHT HAND BLADE LIFT KIT	9200	LEVEL 1 ELECTRONIC CORROSION PREVENTION PACK
	BEACON - SM4215	1240	200 AMP ALTERNATOR
9909	NON-EXPORT RUST PREVENTIVE COATING		BRONZE CIRCLE INSERTS

Serial Number

TBD (0 Approximated Hours)

Equipment Price \$243,778.00

Attachments

NEW	2014 FALLS 2012ASP MID MOUNT POST	No Serial #	\$12,878.00
NEW	2014 LITTLE FALLS MACHINE BFFRBRCE	No Serial #	\$624.00
NEW	2014 LITTLE FALLS MACHINE 1WAYPLOW	No Serial #	\$6,773.00
NEW	2014 FALLS PARALIFT ADAPTER KIT	No Serial #	\$1,662.00
NEW	2014 LITTLE FALLS MACHINE ADAPTRKIT	No Serial #	\$1,662.00

Warranty Information

John Deere / Full Extended / 60 Months / 4000 Hours / \$0.00 Deductible / Expires 06/13/2019

\$7,883.00



Are you interested in getting the most production out of your machines?

Then it's time to ask about Topcon Machine Control Products and how RDO Equipment Co. can provide the solutions that will help make your operation more profitable.

There are solutions available to purchase or rent for: Dozers • Motor Graders • Excavators • Pavers



Additional Items

Other	feight to falls	\$1,201.00
Other	2 LED lights mounted on raised lights	\$389.00
Delivery Out		\$300.00

Estimated Conversion Price: \$277,150.00

TRADE INFORMATION

1991 JOHN DEERE 770BH - DW770BH535110 Hrs 5000 Allowance \$30,000.00

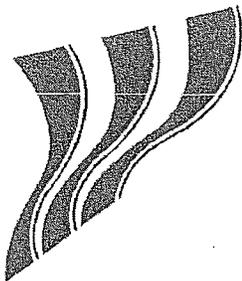
Credit for all Trades: (\$30,000.00)

PROPOSAL SUMMARY

Equipment Total	\$277,150.00
Total Trade-In Allowance	(\$30,000.00)
Sub Total	\$247,150.00
Estimated sales tax to apply (MNEX MN EXEMPT 0%)	\$0.00

Total Investment \$247,150.00

John Bot
Sales Professional
RDO EQUIPMENT CO.
jbot@rdoequipment.com



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE
ACTION**

CITY COUNCIL ACTION

Date: April 7, 2014

Agenda Item Number: 13

Meeting Date:

Attachments: Yes No

- Approved Denied
 Amended Tabled
 Other

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of On-Sale, On-Sale Club, On-Sale Wine, On-Sale 3.2% Intoxicating Malt, and Off-Sale Liquor License Renewals

Recommended Action: Motion to Approve the Renewal Applications from April 25, 2014 to April 25, 2015 on a Roll Call Vote

Background/Summary:

The following establishments are requesting renewal of their current Liquor Licenses:

On-Sale

Applebee's Neighborhood Grill & Bar
 Finstad-Week Post 1639
 Grizzly's Grill N' Saloon
 Holiday Inn / Green Mill Willmar
 The New Fireside
 The Oaks at Eagle Creek

On-Sale Club

Willmar Frat. Order of Eagles
 Willmar Elks Lodge

Off-Sale

Cash Wise Liquor
 Cub Foods
 Sunray Spirits
 Wal-Mart SuperCenter
 West Side Liquor

On-Sale Wine

Café Persepolis
 The Barn Theatre
 Willmar Stingers

On-Sale 3.2% Intoxicating Malt Liquor

Café Persepolis
 Valley Golf
 Willmar Stingers

Alternatives: Refuse renewals to discontinue alcohol sales

Financial Considerations: \$30,400.00

Preparer: City Clerk-Treasurer

Signature:

Comments:

INTEROFFICE MEMORANDUM

TO: City Clerk Kevin Halliday
FROM: Chief of Police David Wyffels *DW*
DATE: March 28, 2014
SUBJECT: LIQUOR LICENSE RENEWALS

The Willmar Police Department has reviewed the liquor license renewal application for the local businesses listed below.

The background check conducted on each listed business did not disclose anything that would give cause for concern in regards to license renewal and it is my recommendation to approve the renewal applications. (Also see memo provided by Detective Chad Nelson).

On-Sale Establishments:

- Ronald Igarashi, c/o Apple Minnesota LLC, doing business as Applebee's Neighborhood Grill & Bar, 2901 South First Street, Willmar, MN.
- Peter Poepping, c/o Ringneck Restaurants, Inc., doing business as Grizzly's Grill 'N Saloon, 2207 S First Street, Willmar, MN.
- Thomas R. Torgerson, c/o TPI Core, Inc., doing business as Green Mill Restaurant, 2100 E Highway 12, Willmar, MN.
- Asim Siddiqui, c/o E-K-A Hospitality, Inc., doing business as The New Fireside, 1108 N. Business Highway 71, Willmar, MN.
- David Baker, c/o Baker's Eatery LLC, doing business as The Oaks at Eagle Creek, 1000 26th Avenue NE, Willmar, MN.
- Debra Zeiner, c/o Finstad-Week VFW Post 1639, doing business as Willmar VFW, 1108 E Highway 12, Willmar, MN.
- Nicholas Ebnet, c/o Valley Golf of Willmar, Inc., doing business as Valley Golf, 1900 Becker Ave SE, Willmar, MN.
- Jon Emami, c/o International Link, Inc., doing business as Café Persepolis, 145 Litchfield Ave. SW, Willmar, MN.

- Ryan Voz, c/o Willmar Baseball LLC, doing business as Willmar Stingers, 1401 22nd St. SW, Willmar, MN.
- William Schindele, c/o BPOE Lodge 952, doing business as Willmar Elks Lodge, 426 Litchfield Ave SW, Willmar, MN.
- Pamela Hanson, c/o Willmar Aerie 2334, Fraternal Order of Eagles, doing business as The Fraternal Order of Eagles, 136 SW 6th Street, Willmar, MN.
- Pamela Klein, c/o Willmar Community Theatre, Inc., doing business as The Barn Theatre, 321 SW 4th St., Willmar, MN.

Off-Sale Establishments:

- Christopher Coborn, c/o Coborn's, Inc. doing business as Cashwise Liquor, 1305 SE 1st St., Willmar, MN.
- Kimberly Myrdahl, c/o Supervalu, Inc., doing business as Cub Foods, 2201 1st St. S, Willmar, MN.
- Andrea Lazenby, c/o Wal-Mart Stores, Inc., doing business as Wal-Mart Super Center #1470, 700 19th Ave SE, Willmar, MN.
- Steven Wright, c/o S&D Liquor, Inc. doing business as Westside Liquor, 1600 SE Highway 12, Willmar, MN.
- Douglas Sorenson, c/o Coyote Commercial Ventures Inc., doing business as Sunray Spirits, 3001 1st Ave NW, Suite 2, Willmar, MN.